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THE SOLICITORS' JOURNAL.

LONDON, MAY 9, 1857.

LAWYERS AND LAYMEN.

The proposal of the Royal Commissioners to amend the judicial system of India by abolishing the Supreme Courts, has raised an opposition not uninstructive to English law reformers. Under the present system, Europeans not belonging to the Company's service, and living within the capitals of the three Presidencies, or within a certain distance, are exempted from the jurisdiction of the Company's judges, and are subject only to that of the judges of the Supreme Court. These judges are appointed by the Crown from the bar of Westminster Hall. They are generally men of some eminence, or at least promise, in their profession, and are governed in their decisions by the principles and rules of English law. Thus, when a European is tried for his life, or has his fortune at stake, he knows that he will at least have the protection afforded by the superintendence of a competent judge. He knows that the proceedings will be guided by regular professional advisers, and he may reasonably hope that he has as fair a chance of justice at Calcutta as he would have had at Westminster. It is now proposed to alter this system, to do away with the Supreme Courts, and to subject all the inhabitants of India to the same jurisdiction. The Crown, indeed, is not to lose its patronage, for it is to send out from England a certain number of judges, to sit with an equal number of the Company's judges in a court of appeal. But otherwise the Company's judges are to have plenary jurisdiction; the Europeans are to be placed on the same level with the natives, and all alike are to go before the tribunals of the Company according to the district in which they reside. It is not difficult to see why this change is proposed. If the judicial system of India works justice, that is all a European can want; and if it does not, a Hindoo may reasonably complain. It must be very trying to a native of any education and reflection, to find that bad law is thought good enough for him, while his neighbour, the European indigo planter, can always demand to have his case tried before an experienced and able lawyer. As the natives advance in intelligence, and begin to have a more than Asiatic regard for their own lives and properties, it must be painful, and even irritating, to find themselves subjected to so anomalous a humiliation. One of the first things, therefore, which the Commissioners would endeavour to effect was, we might be sure, to bring all the inhabitants of India under the same jurisdiction.

But the Europeans do not acquiesce in the arrangement, however plausible it may appear. They represent that they wish to be tried by judges who know something about law, and that they think their property safer when it is guarded by the support of trained professional advisers, and can only be attacked in a regular way, and on principles of acknowledged law. The Company's judges are not lawyers. The same man is at one period of his life a political agent, at another a tax-collector, at a third a magistrate. Sometimes he combines those duties, and, being principally occupied in collecting the taxes of a district about the size of Scotland, gives any spare time he may have to the dispatch of judicial business. If a civil case is brought before him which can be determined by the establishment of a Hindoo or Mahometan custom, he suffers himself to be guided according as those who deny or maintain the custom swear the hardest. But if there is no custom in point, he judges by the light of nature. English law is not the *lex loci;* it does not prevail in default of other law. So the Company's judges know nothing about it; and although the establishment of a code would do something to supply the want of a *lex loci*, yet the present judges, at any rate, are utterly untrained in applying any system of law whatever, and even their successors would find, that, to apply a code properly, requires considerable practice and a peculiar education. The Company, however, do not appear to have any very exalted opinion of what is required for the due administration of justice. Sometimes a lad is sent to represent the majesty of law in a vast district, and sometimes the district has to go without a magistrate at all. Mr. THEOBALD, who has lately written a pamphlet on the subject, states that the city and district of Dacca, containing 450,000 inhabitants, were confided in 1855 to the charge of a magistrate, almost a child in years, whose health unfortunately broke down. The collector of the district took the work in addition to his own, until a new magistrate was appointed. The new magistrate, who had been five years in the country, and who would, therefore, be about twenty-seven years of age, found accumulated arrears, tried hopelessly and helplessly to administer law to half-a-million of people, and then broke down in health, and had to go away. We are not surprised that the Europeans prefer the jurisdiction of the Supreme Court.

The very eagerness with which they separate their case from that of the natives, though more practical than philanthropic, shows how tenaciously they cling to what they think their only chance of having justice done them. They do not trouble themselves about the fortunes of the natives. If the Company likes to deal out rough justice and the law of natural right to the Bengalese, they are quite welcome, but Europeans can fairly claim something better. They have been encouraged to settle in India, it is represented, by the promise of systematic justice, and the law of a civilised country. They cannot be expected to go patiently and hazard their liberty and their property before tribunals of sick youths, who never heard of the commonest rules of evidence, or the most fundamental principles of English law. Nor, as they point out, does any one trust to a Company's judge who can avoid it. The present Supreme Court has a permissive jurisdiction. Merchants of Calcutta, dealing with persons not within the local or ordinary jurisdiction of the Court, may, in matters of contract, bring them under the Court's jurisdiction by an express agreement. The permission is widely made use of. "Every firm in Calcutta," says Mr. THEOBALD, "has printed forms for agreements with one clause to give the Supreme Court jurisdiction, and no firm will advance capital without this form."

We do not pretend to say how the matter ought to be settled. Indian questions, under the complication of a double government, are not very easy to decide. But we think that the language used by these European settlers might be usefully studied by some persons in England. It has become one of the commonplaces of the day, in popular books and popular speeches, to treat a regular system of law as a gigantic imposture, and the profession of lawyers as a mere burden and curse to the community. Any plain man of sense, it is said, can settle a disputed point in one-tenth of the

time, and at a hundredth part of the expense necessary to obtain the decision of a court of law. Speedy justice, based on the utterances of a sterling common sense, is held out as the ideal of a law system. If merchants dispute about a contract, there is no use in their going before a highly-paid judge; the first practical man they meet will tell them which is in the right. This is a capital theme for declamation; but those who are inclined to listen to the declaimers will do well to look at facts. Let them turn from persons who are speaking about what does not concern them, to persons who have an actual and very tangible interest at stake. These Indian merchants and planters are offered a system of cheap law, administered by men who know nothing about law, and who have so much to do that they must get through their business with great speed, or else not get through it at all. But the offer is not welcomed. These men who have real necks to jeopardise, and real properties to lose, clamour for the continuance of trained professional judges, and for the maintenance of a technical system of law. They are not content to trust to the good common sense of tax-gatherers. Arguments may be met with arguments, and a professional man who defends his profession is liable to the suspicion of being interested. But here is a case in point, and whenever a lawyer is told that lawyers are a nuisance, and law a web of useless chicanery, let him refer his assailant to the opinions expressed by the European settlers in India.

THE CASE OF MANSELL *v.* THE QUEEN.

There was nothing very new in the law laid down in the case of *Mansell* v. *The Queen*, decided in the Court of Queen's Bench on Wednesday last. Indeed, we had supposed that the doctrine, that, subject to showing cause after the panel was gone through, the Crown was entitled to an unlimited number of peremptory challenges, was as well established as any doctrine so seldom acted upon could be. It is so laid down by BLACKSTONE (4 Bl. Com. 471); and there can be no question that if we look at the subject from a common sense point of view, it is the only rational and humane course. Some right of peremptory challenge obviously ought to exist; but if the prisoner had an unlimited right of that description, he might prevent his trial from ever taking place at all. There must, therefore, be some limit to it, and that limit is fixed by the law at twenty in cases of felony, and at thirty-five in cases of treason. The persons challenged by the prisoner being set aside, it is obvious that the next thing is to ascertain what members of the panel are altogether unobjectionable, and this is effected by allowing the Crown to order any number of jurors to "stand by," till the jury is completed out of persons to whom neither side objects. To give the practice entire fairness, the prisoner ought, no doubt, to be entitled to exactly the same privilege; but the number of peremptory challenges allowed him is so great, that we believe that such a right would practically make no difference at all.

Though, however, *Mansell* v. *The Queen* does not possess much interest in a legal point of view, it is worth notice as one of those judicial curiosities which we are accustomed, whether rightly or not, to look upon as peculiar to our own country. The most prominent feature about it, considered in this light, is far from being a pleasant one. Mansell was left for execution at the winter assize, together with the Hungarian REDANIES, who murdered the girls at Dover. It is now, therefore, considerably more than four months that he has been kept in suspense as to the question whether he was to undergo the ordeal of a second trial for his life or not; and the reason for this dreadful interval was, that the case was one which "could not be argued out of term." We believe that Mansell is a person of singular insensibility, but to a man constituted in the ordinary manner, the prolongation of such uncertainty would have been worse than death itself. An appeal in criminal cases ought surely to be heard and determined at the very earliest opportunity. If Mansell's crime had been of a less important kind, and had entailed a sentence of three months' imprisonment, and if he had been unable to procure bail, he might, in consequence of this delay, have had to undergo a heavier punishment than his original sentence, without having had a legal trial at all. Surely this is a defect in the administration of justice, which ought not in the present day to remain unremedied.

Some other features in the case are remarkable enough to deserve mention. We wonder whether there is any other country in the world in which a judge would begin his judgment in these words:—"Our judgment chiefly depends upon the construction of an ancient statute of the 33 EDWARD I."—*i. e.*, A. D. 1303—534 years ago? We cannot help feeling proud of so curious a testimony of the antiquity of English law, and of the closeness of the bonds by which the present generation is united to the history of their ancestors; and this feeling is strengthened by the fact that the statute in question is so sound that it was re-enacted in the same words in 1826, and is one of the principal foundations of a right almost peculiar to this country and those which have copied its institutions. Such considerations are not quite out o place at a time when ignorant persons make the admitted fact, that our laws are in many respects de fective, the ground of absurd statements that they are utterly corrupt and inefficient. We are, however, checked in any vanity which these reflections might produce by turning to another of the assignments of error, which, though not successful, was nevertheless seriously urged and answered. "It was objected that the record does not show that the jurors named in the panel were 'good and lawful men of the county of Kent.'" It was held, that the omission was insignificant; but it is painful to think that such a trifle could have been, for a single moment, allowed to weigh in the discussion of a question which involved the life or death of a fellow-creature.

The collateral circumstances of Mansell's case are far more important that its direct legal bearings. Every one who sees much of courts of law is well aware that the right of challenge is hardly ever exercised. A man may sit for years at the Old Bailey or on the crown side at assizes, without hearing a single man set aside "as he comes to the book to be sworn." The explanation of the unusual course taken in Mansell's case is to be found in the fact that a strong local prejudice exists in the town of Maidstone against capital punishment, and that by challenging all the persons who come from districts in which that feeling does not prevail, the prisoner can secure a jury most unwilling to convict him. It is notorious that a verdict thus obtained in a late case of great importance gave impunity to a most heinous criminal. Some years ago there was far greater unwillingness to convict in capital cases than exists at present; but there is still enough of it left to present occasionally formidable impediments to the proper discharge of what is, perhaps, the most important function of the law. Fortunately, if the public attention were properly called to the subject, the remedy would be perfectly clear. If a short Act were passed, requiring the individual members of the jury to be asked in all trials for murder or treason whether they had any scruples of conscience as to the infliction of capital punishment, and making an answer in the affirmative a disqualification, and if the juryman's oath itself were modified by introducing some such clause as "though in consequence of such verdict the prisoner should be

sentenced to die," the difficulty of obtaining a conviction would disappear. The palpable perjury which the violation of such an oathwould involve, is not a bit worse in reality than the constructive perjury which the acquitting juror commits at present, but it would strike his imagination more violently; and the man who from an objection to capital punishment would indirectly perjure himself, is just the kind of person on whom such a test would take effect.

Legal News.

At length Parliament is fully constituted, and for the next two months it may be hoped that few interruptions will arise to the progress of legislative business. The most prominent topic of the Royal speech was law reform. Another Testamentary Jurisdiction Bill will be produced by Government, and a measure for making fraudulent breaches of trust criminal is likewise promised. If both, or even one, of these difficult subjects should be satisfactorily dealt with in the present session, the new Parliament need not fear comparison with its immediate predecessor. But after so many disappointments, we shall ourselves continue to believe in the immortality of Doctors' Commons, until its obsequies have been actually performed. The transportation question necessarily revives, and perhaps may be treated more deliberately now that the days are longer, and the hours of dishonest industry are consequently abridged. Lord CAMPBELL resumes his attempt to place the law as to reports of public meetings on a sounder footing, and another effort is to be made by Mr. CRAUFURD to pass his Judgments Execution Bill. It is very reasonably thought by Government that Parliamentary Reform may be postponed until next session; and for party strife at the present moment there does not appear any very convenient opening. On the whole, therefore, it does not seem extravagant to hope that one or two useful measures of law reform may be carried in the present session.

The fertility of the Royal British Bank case in difficult legal questions is not yet exhausted. On Saturday last Mr. Commissioner GOULBURN delivered an elaborate judgment in the Court of Bankruptcy, refusing a proof tendered by Mr. Harding, the official manager, against a bankrupt's estate, upon the ground that the bankrupt had been placed upon the list of contributories by the chief clerk of Vice-Chancellor KINDERSLEY, instead of by the Vice-Chancellor himself; and that this was an improper delegation of the judicial function. The case has been brought by appeal before the Lords Justices, and will be heard by them on the second day of next term. We subjoin an abridgment of the judgment of the Commissioner.

"The case involved a question of the utmost importance—namely, whether orders might be made, and judicial acts done, by the chief clerks of the vice-chancellors, in the absence of the judges themselves, and whether the subsequent assent of the vice-chancellors, not even signified by their signature, was sufficient to give validity to such orders. Should this doctrine be upheld, extremely mischievous consequences would ensue. By the first Winding-up Act (11 & 12 Vict. cap. 45) the list of contributories was to be made out by the official manager, and settled by the Master; and everything was carefully required to be done by the Masters, who had original jurisdiction given them for the purpose. The legislature had strictly pointed out the mode in which this most important judicial act was to be performed. Such an act ought to be done by a competent authority, and one that could exercise a judicial discretion. But since the Winding-up Acts passed, the legislature had abolished the office of Masters in Chancery, and transferred their duties to the judges. The Act making the change (the 15 & 16 Vic. c. 80) empowered the Master of the Rolls and the Vice-Chancellors to sit at chambers, and directed that the orders 'made' by them should be ordinarily 'drawn up' by their respective clerks—the one involving the exercise of a judicial mind, the other being a mere matter of form. Then power was given to the judges to appoint two chief clerks each 'for the purpose of assisting in the general business of each court, and the causes and matters belonging thereto.' These were very general words, but it could not be held that they extended to the exercise of the judicial authority; for that would be to give to the chief clerks, persons without position or rank in the profession, an authority beyond what had been exercised by the Masters. The object clearly was, that these chief clerks should be put in the place of the clerks of the Masters, as the Vice-Chancellors were substitutes for the Masters. Could the Master, before the passing of the 15th and 16th Vict., have devolved the performance of judicial duties upon his clerk? Was there any instance of a Master being absent from the settling of a list of contributories, devolving the duty on his clerk, and satisfying himself with signing it after, and signing it with a wrong date, as had been done in this case? No such instance could be found; and had such a practice prevailed, it would have increased the outcry against those functionaries very much. Then the question arose, whether, where the list had been settled by the chief clerk, it could be said to be legally and properly and rightly settled; for if this bankrupt's name was not legally put upon the list of contributories, of course his estate would not be liable for this call. The Court thought that it had not been legally put there, and that the original defect could not be cured by the subsequent alterations and erasures in the documents that had been put on the file. These were but attempts to make that appear to be right which was in its origin and substance clearly wrong. The words of the Masters Abolition Act, "assisting in the general business of each court, and in the causes and matters belonging thereto," could not mean that the clerk was to sit for the judge, and determine all matters judicial or otherwise, subject only to the right of either party to call for the presence of the judge if he thought fit. But it was said, the practice of the Court of Chancery had sanctioned this. If this were a practice of any long standing, he could comprehend the argument; but it had sprung up within a few years; the Act had only been passed in 1852; and five years was hardly long enough to give sanction to a practice which gainsaid and contradicted the express enactments of the statute. But no length of practice could justify such a course. It was a principle of our law that the judicial authority could not be delegated. In this case judicial authority was delegated to an individual who was not appointed by the Act, thus getting rid, in a matter of such vital importance to the suitor as the settling of a list of contributories, of that check and control which the law meant to give to the suitor—namely, the judicial mind of a person in the first rank of the profession, with all the experience and learning which belonged to those eminent persons who presided in the Courts of Equity."

The resolution of the societies of the Inner and Middle Temple in favour of the compulsory examination of all aspirants to the Bar must soon be adopted, or, at least, acquiesced in by the two other learned bodies who have hitherto shown themselves reluctant to admit this beneficial change. The absurdity of the present practice, which gives to candidates the option either of attending lectures or of passing an examination, is too manifest to need exposure. Of course it was only intended as a gradual transition from a system of mere empty form to one of life and reality, and is one of many examples of the sort of compromise with inertness to which active reformers find it necessary to submit. The innovation which, a few years ago, "added the necessity of passing a certain number of hours in a lecture-room to the necessity previously and still existing of eating a certain number of dinners in a hall," however trifling and useless in itself, was valuable as the earliest step in a course of improvement which we may now hope to see carried into full effect. It is very desirable that public attention should be drawn to what is called by the *Daily News* the "eminently ridiculous system" now existing, and we were glad to see in that Journal on Wednesday an article on this subject, from which we subjoin an extract. The tendency of legislation has undoubtedly been, and still is, to increase the number of judicial and other appointments open to, if not exclusively reserved for, barristers; and society is therefore most intimately concerned to see that the best conceivable means be

taken to secure efficiency, instead of contenting itself with the requirements of dining, hearing, but not necessarily marking, lectures, and of so many years' "standing," which by no means invariably implies advancement in either the study or practice of the law.

"Whether for better or for worse, it is incontestable that a great change is taking place in the professional position of the English Bar. The amount of business transacted in the Superior Courts has necessarily been much diminished by the establishment of local courts. Concurrently with this, partly in fact as necessarily incident to this, the number of minor judicial and other offices for which members of the Bar alone are eligible has vastly increased. The country is covered with county court judges and stipendiary magistrates, the sole statutable requisite for these offices being a standing of seven years at the bar. The present tendency of our legislation is to increase still further this amount of bar patronage. The cry for paid legal chairmen of quarter sesssions has more than once been raised, and is certain to be raised again. A bill for the establishment of public prosecutors was introduced in the last Parliament, and, with due modifications, will very probably pass in the present Parliament. Every extension of our colonial empire makes a fresh piece of patronage for the bar. From Hong Kong to the Bay Islands, from New Zealand to Nova Scotia, the habitable globe is thickly dotted with chief justices, puisne judges, recorders, and attorney-generals, who have each and all worn the stuff gown of the British barrister.

"Now, put these two things together—the diminished practice of Westminister Hall and the greatly increased official patronage thrown open to the bar—and the result deserves serious consideration. The old reply to the argument for a compulsory test of legal fitness in the candidate for the bar was this: If a man wants to live by his profession, he must learn his profession. He will get no practice unless he possesses some knowledge. In any case the reply was a most unsatisfactory one. The professional knowledge thus acquired by the British barrister was of that narrow, bread-making kind, which contented itself with satisfying the daily exigencies of daily work. The English advocate gained consummate skill in the contracted sphere of such legal knowledge as the every-day practice of the English bar absolutely required; but in all beyond this—in general juridical accomplishments, in acquaintance with civil law, with public law, with law as a science, and not as a mere trade—he was and is lamentably deficient. It could not be otherwise. He had no general legal education—he had merely that special instruction which the instincts of money-making and the impulses of advancement taught him to acquire. At best, then, this reply was always a most unsatisfactory one, but it is far more unsatisfactory now. In the present state of the English bar, numbers crowd to it not so much from any chimerical hope of living by its practice, as from the better grounded expectation of participating through interest or connection in its patronage. Their principal objects are those home and colonial appointments, which hold out such a lure to men who are more desirous of a respectable competency than of a brilliant career. Now, what security is there—what likelihood is there—that men of this class will be at any pains adequately to educate themselves? And are our legislators prepared to say that the interests of home or colonial suitors can be rightly trusted to judges who have received no adequate legal training, either educational or practical? The sole remedy is the institution of a compulsory examination for all candidates for admission to the bar."

LEEDS DISTRICT COURT OF BANKRUPTCY.

(Before Mr. Commissioner AYRTON.)

Jones v. *Wright.*—April 28, 1857.

ABSCONDING DEBTORS ACT—DEBT "OWING" AND "PAYABLE"—WARRANT—DIRECTION—ARREST.

To authorise an arrest, the debt must be "payable" as well as "owing;" therefore a warrant ought not to be granted on a bill of exchange on the last of the three days of grace. The messenger alone can execute the warrant, and the Court has no power to direct it to any one else.

The plaintiff had drawn a bill upon the defendant for £30, which the latter had accepted, payable in London. The plaintiff indorsed the bill for value to the Derwent Iron Company. The bill was due on the 22nd of April, and consequently the three days of grace expired on the 25th. On the morning of that day the defendant wrote a letter to the plaintiff, asking him to renew the bill, and stating that defendant was going upon the continent for some months on business, but the bill would be provided for in his absence. The plaintiff, without giving any answer to the letter, made an affidavit that the defendant was indebted to him "in the sum of £30 for principal money, upon a bill of exchange, dated &c., drawn by this defendant upon, and accepted by, the said John Wright, *payable at a day now passed*," &c., and in 6*l.* 2*s.* 10*d.* for goods; and that defendant was about to quit England, &c.; and setting out the defendant's letter. Upon this affidavit Mr. Commissioner Ayrton granted a warrant to arrest the defendant, which was directed to "T. W. N., Messenger of the Court of Bankruptcy for the Leeds District, and to Samuel Clark, his assistant." The warrant was indorsed "Bail for 72*l.* 5*s.* 8*d.*, by order of the said J. B. P." (*the plaintiff's attorney*).

The messenger himself was not aware that the warrant had been granted until after it was executed; but Clark, his assistant, arrested the defendant on the afternoon of the 25th of April. The defendant offered bail and found sureties (to whom, however, the plaintiff's attorney objected), but Clark could not find any form of bail bond, and the defendant remained in custody until Monday evening, the 27th April. On that day, *Bond*, for the defendant, obtained a *rule nisi*, under the 8th section of the Act (14 & 15 Vict. c. 52), for his discharge, upon an affidavit, stating the above facts, and the defendant's belief that the Derwent Iron Company were the holders of the bill at the time of the arrest. This the plaintiff did not deny. No *capias* had been issued. The rule was made returnable to-day.

Bond moved to make the rule absolute. Besides the warrant being wrongly indorsed for bail for double the amount of the debt, "by order of the plaintiff's attorney," instead of for such a sum as the Court should direct, "by order of the Commissioner issuing it," there were two substantial grounds upon which he claimed the defendant's discharge: First, there was no debt; and secondly, no valid arrest. According to the first clause of the Act there must be a debt of £20 "owing to such creditor, and payable from the person against whom such application shall be made," before the Commissioner can grant a warrant. Here the bill was due on the 25th, and the defendant had all that day to pay it (Byles, on Bills, 165); and if the plaintiff had refused his request to renew, the defendant might have paid the bill by means of the Telegraph Company. The allegation in the plaintiff's affidavit, that the bill was "payable at a day now past" was untrue; and if he had sworn according to the truth, the warrant would not have been granted. If not guilty of perjury, the plaintiff has committed a gross contempt of this court, in procuring a warrant by means of concealment and fraud. And again, the debt, if owing and payable, was not payable to "such creditor," for the plaintiff was not the holder of the bill. The Derwent Iron Company might have obtained a warrant upon it on Monday morning. They, and not the plaintiff, can alone at this moment give a discharge.

Secondly, there was no arrest. The 1st section of the Act authorises the Commissioner to direct his warrant to "the messenger of the Court," and to no one else, and he alone can execute it. The 99th section of the Bankrupts' Act (12 & 13 Vict. c. 106) gives the Commissioner power to direct his warrant to "a messenger of the Court and his assistants, or to such person or persons as the Court shall think fit;" and the 119th section to "any person or persons it shall think fit;" but then the party is only to arrest the bankrupt, and bring him before the Court; here the messenger may take bail or receive a deposit. The reason for the distinction is therefore obvious. Suppose, instead of £36, the debt had been £360, or £3600, and the defendant had been ready to "deposit" it, he (and, indeed, the plaintiff also) ought to have the security of the messenger's responsibility, and not to be obliged to place such a sum in the hands of a common bailiff; and in this very case the defendant had offered bail, which was not accepted, because the messenger's assistant could not prepare a proper bail bond, which the messenger himself could, of course, have done. The decisions are all one way (*Blatch* v. *Austin*, 1 Camp. 63; *Sly* v. *Stevenson*, 2 C. & P. 464; *R.* v. *Whalley*, 7 C. & P 245); and the Court of Exchequer acted upon them so lately as the 21st ult., in a case of *Rhodes* v. *Hall*, only just reported in the newspapers.

Preston, for the plaintiff.—There was no intention to deceive the Court. The plaintiff knew that the bill would not be met, and thought it was under his own control. The defendant's letter justified him in making the affidavit, for the bill was substantially dishonoured. The acceptance was general (1 & 2 Geo. 4, c. 78), and the plaintiff was not bound to wait. On the second point, he stated that it was the practice for the deputy to execute the warrant, and that no harm could come of it.

Bond, in reply.—The plaintiff was not the holder, and therefore the 1 & 2 Geo. 4 does not apply. On the other point, "a blot is no blot until it is hit."

Mr. Commissioner AYRTON.—This is an important statute, and we must take care that no abuses are permitted under it. On both these questions its provisions are clear. I did not know, when I granted the warrant, that the bill was not in the plaintiff's hands. Saturday was the last day, but the defendant had all that day to pay the bill, and he might have done so. At all events, the plaintiff could not know that it had been dishonoured; therefore he could not properly swear that the debt was due, nor could he have commenced an action. Then the Act plainly requires the warrant to be directed to the messenger. I have no authority to direct it to any one else, and no one else could execute it. The rule to discharge the defendant must be absolute.

THE CIRCUIT COMMISSION.

The following memorial has been presented to the Commissioners by the Lancaster Law Society:—

Prior to the year 1835, the assizes for the whole County Palatine of Lancaster were held at Lancaster. For reasons which now no longer apply, the assize business of the southern division of the county was in that year removed to Liverpool. Lancaster had then no railway or telegraphic communication with any part of the county; now it possesses both on all sides of it; while the accommodation for the judges and their suites, and the courts and offices for the assize business, are the most commodious in the Kingdom.

The personal experience of the Members of the Lancaster Law Society, confirmed as it is, by that of other members of the profession in other localities—establishes in their minds the truth that a moderate sized town like Lancaster, while it presents ample accommodation for all who have need to resort to the assize town, does not produce the many inconveniences which arise in a town of large extent, like Liverpool. Among these inconveniences may be enumerated the difficulty of keeping together witnesses, who, in a large town, are continually attracted from their necessary attendance in court by objects of interest; the wide area over which the lodgings of the members of the bar are scattered, and the consequent labour and time occupied in delivering briefs, appointing and attending consultations, &c.; the distance from the courts at which fitting accommodation for the humbler class of witnesses—always the most difficult to control—is to be had. The rapid and economical communication by railway has added a new feature of eligibility (as places for holding assizes) to many towns of moderate size, and to none more than to Lancaster, upon which, as upon a common centre, many lines of railway converge.

The Society urge the eligibility of Lancaster as a very convenient and central place for a new and enlarged assize district. They propose that the assize business for that part of the County Palatine which is now transacted at Lancaster, should still be continued there,—this consists of the Hundreds of Blackburn, Leyland, Amounderness, and Lonsdale North and South of the Sands, all of which, except Lonsdale North of the Sands, find ready and immediate access to Lancaster by the Lancaster and Preston Railway, and the parts of those Hundreds the most remote from Lancaster, are not distant more than an hour and a half's journey. The Hundred of Lonsdale North of the Sands in which the town of the Ulverstone is situate, will in July next be within an hour's journey to Lancaster, by the opening of the Ulverstone and Lancaster Railway.

The Society believe that great public advantage would result if the following county court divisions were added to the Lancaster assize district, and they point out the ready access which these districts now have to Lancaster:—

Name of County Court District.	Time of Journey.	Means of access to Lancaster.
Ambleside	1h. 30m.	Kendal and Windermere, and Lancaster and Carlisle Railways.
Kendal	45m.	Lancaster and Carlisle Railway.
Kirkby Lonsdale	1h.	Lancaster and Carlisle and North Western Railways.
Settle	45m.	North Western Railway.
Skipton	1h. 30m.	North Western Railway.
Keighley	1h. 50m.	Leeds and Bradford Extension and North Western Railways.
Such part of the Clitheroe district as is in Yorkshire .	1h. 30m.	North Western Railway.

The district thus pointed out is, for the most part, but thinly inhabited by a purely agricultural population, and notwithstanding the great apparent area of country embraced in it, would not create any very important addition to the assize business already transacted at Lancaster.

It is believed that other of the county court districts of Yorkshire, traversed by the Leeds and Bradford Extension Railway, would find a greater convenience in transacting their assize business at Lancaster, with which they have direct railway communication, than at York, which is more distant, and with which the railway communication is less direct.

SCOTCH MERCANTILE LAW.

(*From the Mercantile Test.*)

The merchants of Scotland have already discovered the loss they have sustained in parting, last session of Parliament, with their good old Scottish rule of mercantile law, which declared that a transfer of goods, without delivery, was no transfer at all.

The Edinburgh Chamber of Commerce has taken up this important matter and referred it to a special committee, with instructions to report on the subject without delay.

Our readers may remember, that, during the last session of Parliament, two bills were introduced: one to assimilate sundry parts of the law of England to the law of Scotland; the other to assimilate certain portions of the Scottish law to the law of England; and that both these bills passed into law.

Now, one of those two Acts has destroyed the most valuable safeguard which the creditor possessed against the machinations of fraudulent traders in Scotland, and it has provided no substitute. Before it passed into law, every creditor in Scotland had this valuable security, that, whatever goods were in the trader's possession, the law assumed to belong to him and to his creditors when he failed. It was impossible to transfer goods effectually, and at the same time to retain possession, because the law of Scotland held that such possession raised a false credit; and, following the rule of the Roman law, it sacrificed that property to the false credit which it had created.

The object of the bill was to assimilate that portion of the law of Scotland to the law of England, which allows the transferror to retain possession of the goods transferred, provided the transfer be recorded in a public register within twenty-one days after its date. The bill was, however, unskilfully prepared. It adopted the law of England in so far as it allows the transferror to retain possession of the goods after the transfer, but it omitted to provide the essential safeguard of public registration.

The value of the English system of registrations of these documents is practically illustrated every week in the *Mercantile Test*, by the publication of all English bills of sale; whereas, in Scotland, under this new and defective law, there is no possibility of ascertaining whether the goods in a trader's shop be his own, or are conveyed in security to a creditor.

Whether the English plan of registration, or the good old rule of the Scottish law, be the better remedy, is a matter for the serious consideration of mercantile men. The English plan is effectual in so far only as, by registration, you can bring bills of sale to the actual knowledge of mercantile houses, who, by that warning, are enabled to avoid giving credit to traders whose necessities compel them to grant bills of sale; but in so far as this cannot be accomplished—and it can only be accomplished to a limited extent, even registered bills of sale are, to those houses, secret transactions; whereas the law of Scotland, as it stood until last session, cut at the very root of the fraud; it punished the very attempt, by declaring that all goods in an insolvent debtor's possession should belong to the creditors at large, and so prevented the possibility of fraud by means of bills of sale.

We have reason to believe that the English Chambers of Commerce would co-operate with the mercantile bodies of Scotland, in passing an Act of Parliament for the United Kingdom, adopting the old Scottish rule, which was the Roman law, rendering all bills of sale void without actual delivery of the goods at the time. With this view, we venture to suggest that the opinion of every known mercantile body in the United Kingdom should be immediately obtained on the subject; for if a majority of those bodies were favourable, an Act of Parliament adopting the Scottish rule would be obtained without any difficulty.

COURT OF CHANCERY, May 7—STRONGE *v.* HAWKES.—The last innings of this complicated game was played out this morning. The entanglement of the facts, accounts, and calculations of and arising out of the dispute can be likened only to a Chinese puzzle, and the endeavour to give any description is as hopeless as would be the effort to unravel a ball of cotton which had been submitted to the playful manipulation of a

kitten. The mass of paper displayed on the tables, and the number of counsel who made their appearance, must have been appalling to such of the bystanders as were expectant litigants in Chancery. If the quarrel should eventually invade the repose of the House of Lords, there is in that august assembly at least one noble and learned ex-chancellor who will revel in its intricacies and involvements, and, having done so, will, in advising the House, commence his judgment with the favourite words, "There is no difficulty in this case." When the minutes were at last settled, after an hour and three-quarters discussion—Lord Justice KNIGHT BRUCE said, it was quite impossible to overstate the obligation the Court, the parties, and counsel were alike under to the laborious, the prolonged, and valuable aid the Lord Justice Turner had bestowed on the preparation of the minutes, without which there seemed little hope that the litigation could have been brought to a close.—Lord Justice TURNER briefly acknowledged the compliment; and the winning counsel having joined in a murmur of thankfulness, the Court of Chancery was relieved from its oppressive incubus.—*Times.*

GAOL PREFERRED TO FREEDOM — WORSHIP-STREET. — Emma Ayres, *alias* Spinks, a well-dressed, respectable-looking young woman, was charged with the following strange offence: —A few weeks ago the prisoner, whose personal appearance disarmed all suspicion, took a ready-furnished lodging, from which shortly after the carpet was missing. She was charged at this court with making away with it, acknowledged she had pledged it, and was summarily convicted and sentenced to three months imprisonment. In consequence of the incarceration of its mother, it became necessary to do something with the prisoner's illegitimate child, and the union officer was desired to communicate with the prisoner in gaol, that information might be obtained as to her place of settlement. He therefore made inquiry for Emma Ayres at the prison, and was introduced to a woman who responded to that name, and acknowledged she had been sentenced to three months' imprisonment for the carpet; but she displayed such hesitation, and her account of her former life and settlement was so inconsistent with what had been previously learnt, that a suspicion of something wrong was excited, and, the woman being in consequence subjected to a close questioning, the result of her very unwilling answers was the discovery that while in custody at this court—this woman being under a sentence of only seven days for disorderly conduct or some such slight offence—the prisoner Ayres was also locked up in the women's cell, and, the two women getting into friendly conversation, they ultimately agreed, for their mutual convenience, to exchange names and sentences. It was impossible for the officers of the gaol to know either woman from the mere commitments, and as no prisoner would generally take a longer term of imprisonment than he or she could help, a sufficient guarantee is mostly obtained against false personation; both women therefore, when they answered to the commitments, were received for what they appeared to be, and at the end of the seven days for which the other woman Matthews, was sentenced, Ayres, who had passed by that name, was discharged in due form, while Matthews willingly remained to complete the three months of Ayres. On asking her motive for voluntarily inflicting upon herself such a long term of needless punishment, it turned out that she was a woman in distressed circumstances, and, being far advanced in the family-way, with no prospect of being properly attended to in her confinement, she was glad to make this arrangement with the prisoner, to insure those medical and other comforts so indispensable at such a critical time. The prisoner was recommitted for the remainder of her term.

RE RICHARDS, AN ATTORNEY.—In this case a rule had been granted to strike an attorney, named Thomas Francis Richards, off the roll of this Court, upon the ground that he had been convicted of embezzlement in May, 1856, before the Assistant-Judge at Westminster.—Mr. Sarjeant Pigott and Mr. Huddleston now appeared to show cause against the rule.— Lord *Campbell:* If the judgment remains unreversed, is he to remain one of the officers of this Court?—Mr. Serjeant *Pigott* submitted that the question for the Court, in the exercise of its discretion, was, whether, under all the circumstances, it would be safe to allow him to remain.—Lord *Campbell* said it was a fixed rule in such a case for the party to be struck off the roll; it would be unbecoming that such a person should be allowed to appear to be on the roll.—Mr. Serjeant *Pigott* submitted that it was a question for the discretion of the Court, under the circumstances.—Lord *Campbell:* Not where a judgment of felony stands unimpeached.—Rule absolute.

WINDING-UP UNDER THE JOINT STOCK COMPANIES ACT, 1856. — At the Court of Bankruptcy, on Thursday, *In re The London and Birmingham Iron and Hardware Company* (Limited), the first application was made for an order to wind up a joint-stock company under the provisions of the Act of 1856. The Commissioner considered sufficient evidence had been produced to warrant his directing the company to be wound up, and made the order accordingly.

RE NEIL MORRISON, INSOLVENT.—Application was made to have the petition dismissed, as the insolvent did not wish to be heard.—The Commissioner refused the application, observing that it was time some steps were taken to prevent the abuse of the Protection Acts by persons filing petitions without any intention of proceeding upon them.

ROYAL BRITISH BANK.—At the Court of Bankruptcy, on Monday, Mr. Linklater said, there appeared to be some apprehension in the mind of the public that the examinations of the directors and officers of the bank had been without object; but he trusted they would not be without beneficial result. He believed there was already quite sufficient upon the records of the court to insure a certain conviction if a prosecution were instituted. It remained with the Government alone to determine who should be the objects selected for the punishment which undoubtedly some of the persons implicated in the inquiry merited. It was the opinion of more than one of the profession that the disclosures which had taken place in the court showed abundantly sufficient ground for instituting a criminal prosecution, and that the law was adequate for the purpose.

THE NEW SCALES OF CHANCERY COSTS.—In the case of *Reade* v. *Bentley*, heard a few weeks ago by V. C. *Wood*, the plaintiff's solicitor certified that the value of the property in dispute was under £1000, in order to bring the case within the lower scale of charges fixed by the new Orders. The case arose out of an agreement between a well-known novelist and equally celebrated publisher, and the question was, whether a contract for the publication of a certain work amounted to a disposition of the copyright. The Vice-Chancellor thought that the case came within the higher scale of costs, as it was not one of the cases specified by the Orders as subjects of the lower scale.

We understand that a determination has been taken to admit English barristers to practise as barristers and attorneys in the Canadian Courts. The only condition imposed will be that of unexceptionable character.

Recent Decisions in Chancery.

BOND DEBT—STATUTES OF LIMITATION—PAYMENT OF INTEREST BY TENANT FOR LIFE—"PARTY LIABLE" WITHIN THE 5TH SECT. OF THE 3 & 4 WILL. 4, C. 42—CONSTRUCTION OF "CHARGED UPON," AND "PAYABLE OUT OF," LAND WITHIN THE 40TH SECT. OF THE 3 & 4 WILL. 4, C. 27.

Roddam v. *Morley*, 5 W. R. 510.

The operation of the Statutes of Limitation upon bond debts has been very fully discussed in this case, which was originally heard before *Wood*, V. C., and subsequently on appeal, by the Lord Chancellor, assisted by *Williams* and *Crowder*, JJ. The decision of the Appellate Court—the judgment of the Lord Chancellor coinciding with the joint opinion of the common law judges —may be considered as settling the law upon this important subject, although the decision of the Vice-Chancellor has been reversed on the main point. The questions involved were simply, first, whether a payment by a tenant for life, under the will of a person who had given a bond, was sufficient to prevent the bar of the statute; and, secondly, whether a bond debt was a charge upon land, or, in the words of the 40th section of the 3 & 4 Will. 4, c. 27, was "charged upon, or payable out of, any land," within that section. On the latter question — on which there is no express authority—all the learned judges fully agreed. "A bond," said *Wood*, V. C. (4 W. R. 348), "was no charge upon land; it simply gave to the creditor against the heir* a remedy which had been extended against the devisees, the property being in their hands." It was not necessary for the Court of Appeal expressly to affirm this part of his Honour's decision, as

* On this point, see the valuable observations of the Lord Chancellor in *Morley* v. *Morley* (4 W. R. 76), where his Lordship discusses historically, and enters very fully into the nature of the rights of the bond creditor against the descended and devised lands of the obligor.

the Vice-Chancellor's decree was reversed upon the other question; but the Lord Chancellor and the common law judges all fully concurred with the Vice-Chancellor on this point. The other question resolves itself into two: first, whether payment of interest by the tenant for life was an acknowledgment made "by the party liable by virtue of such indenture," within the meaning of the 5th sect.? and secondly, if it was, what were its consequences (if any) as against the devisees in remainder? *Wood*, V. C., held that an acknowledgment by the tenant for life was an acknowledgment within the section, but that it preserved the remedy of the creditor, by virtue of the statute, against such party only, and did not set free the creditor's right of action generally. Mr. Justice *Williams*, in his opinion, in which Mr. Justice *Crowder* concurred, thus states the test for discovering who is the party liable within the 5th section:—"It is obvious, we think," said his lordship, "that any party who could plead the limitation given by the 3rd section to an action brought against him on the bond, is capable, under the description of the party liable in the 5th section, of making an acknowledgment so as to prevent the operation of the 3rd section in his favour. The devisee for life, if sued on the bond jointly with the heir, might plainly take advantage of the 3rd section, and plead separately, that twenty years had elapsed since the cause of action; and to such a plea it would be a good replication to state an acknowledgment by him under the 5th section within twenty years." The Lord Chancellor considered that it could never have been contemplated by the Legislature that an acknowledgment must have been made by all the parties liable, in order to be effectual against any. It was, therefore, held on appeal that the tenant for life was capable of making an acknowledgment within the 5th section to prevent the bar of the statute; and as to the consequences of such acknowledgment, it was held to set free the right of action generally against all the devisees, and not only against the party who actually made the acknowledgment.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE.

Ford v. *Heely*, 5 W. R. 516.

In *Corder* v. *Morgan* (18 Ves. 344), a case which is well known to conveyancers, Sir *William Grant* decreed specific performance against a purchaser under a power of sale in a mortgage deed, without the concurrence of the mortgagor, though the mortgagor was under a covenant to the mortgagee to join in the conveyance. His Honour was of opinion that the covenant whereby the mortgagor undertook to join was a mere contract between the mortgagor and mortgagee, to the benefit of which the purchaser was not entitled, there being nothing in the nature of the contract between the mortgagee and the mortgagor, which prevented the latter giving, and the former exercising, the power of sale. Such a case does not often occur in practice; though many questions arise as to the construction of powers of sale, or the manner in which they are to be exercised by mortgagees. In *Ford* v. *Heely* the mortgage contained a power of sale by the mortgagee in default of payment of principal and interest, or any part, first giving three months notice to the mortgagor; and the purchaser was to be relieved from the necessity of inquiring, and from any liability in the event of his not inquiring, as to the circumstances of the sale. The mortgagee contracted to sell before three months expired since notice was given to the mortgagor; and it appeared that the mortgagee had taken an authority from the mortgagor, by a separate instrument, dispensing with the necessity of notice, the mortgagor, however, having previously conveyed his estate for the benefit of creditors. The purchaser refused to complete his contract, and the vendor filed his bill for specific performance.

STUART, V. C., did not impeach the law as laid down in *Corder* v. *Morgan*; but he considered that there could be no valid contract for sale by the mortgagee until the event happened upon which the power arose; the event including, according to his Honour's view, not only the default in payment, but the expiring of the term of notice; notwithstanding that the power stated in express words, that it was the clear intention of the parties to enable a sale to be made of the mortgaged premises by the mortgagee alone, whose receipt was to be a good discharge for the purchase-money. The Vice-Chancellor, therefore, was of opinion that the question as to the concurrence or non-concurrence of the mortgagor was not at issue. It would appear, that, if it had been, the Court would have decreed specific performance, even though, at the expiration of the three months, the mortgagor had refused concurrence; but the three months notice not having been completed, specific performance was not decreed at the hearing, but the decree was merely that the plaintiff had a right to have the title investigated, further consideration being adjourned.

OBLIGATION TO DISCLAIM—COSTS.

Re Primrose's Settlement, 5 W. R. 508.

This was a case which ultimately went off on a question of jurisdiction under the Trustee Act, but not before it had elicited from the Master of the Rolls a very emphatic declaration on a point of great practical importance. It very frequently happens, that persons about whose title to property no doubt exists, are unable to assert it effectively without obtaining a disclaimer from others who have no real interest, but whose concurrence is necessary to enable the true owner to deal with the property. Until the present decision no very explicit authority existed as to the duty of disclaiming in such a case, and the mode in which the Court would enforce it. The circumstances of the case raised the question in a simple form. One of two trustees of stock had become bankrupt, and been convicted of felony, and his place had been supplied by a new trustee, regularly nominated under a power in the settlement. As the Bank never recognises trusts, a transfer of the stock could not be obtained without the consent of the bankrupt trustee, and a disclaimer from his assignees. The parties interested accordingly applied to the assignees to sign a disclaimer, but they, although they did not actively dispute the fact of the stock being held on trust, refused to sign the requisite disclaimer. A petition for a vesting-order thus became necessary, and the petitioner prayed that the assignees might pay the costs occasioned by their refusal to disclaim. In the first instance, the question whether there was any jurisdiction under the statute to give costs against the assignees was scarcely touched, and the Court decided against them on grounds which have a very wide application. The following passage from the judgment lays down the principle applicable to all such cases:—"The general question involved is one of great importance, and applies, not merely to assignees, but to all members of the community. Where property is so circumstanced that the beneficial owner cannot get it without some act by a stranger, which involves no risk or responsibility on his part, in such a case the Court will not permit him to say, 'I make no claim, but I will create every passive obstacle which I can. I will make no adverse claim, but I will do nothing to assist your rights.' If such passive resistance drives the rightful owner to this Court, and his application is solely rendered necessary thereby, I take the rule to be, that the person creating such obstruction must pay the costs."

Ultimately it was held that in this particular case the Court had no jurisdiction to give the costs against the assignees; but in stating this conclusion his Honour distinctly adhered to the general observations on which his judgment had first been given, and which are embodied in the passage above cited. The case, therefore, loses nothing of its importance by the final result, and will be a valuable authority in the many cases which occur in actual practice, where persons, who have no beneficial interest, refuse to give proper and necessary aid to those who are the rightful owners of the property which has to be dealt with.

PRACTICE—REVIVOR—NEXT FRIEND.

Trezevant v. *Broughton*, 5 W. R. 517.

This case affords an illustration of the liberal spirit in which the Court now deals with the 52nd section of the Chancery Improvement Act. A feme sole plaintiff, in a suit relating to property settled to her separate use in the event of marriage, married before decree. Under the old practice a bill of revivor would have been necessary; but the Court made an order under the statute, not only to revive the suit against the husband, but to enable the plaintiff to name a next friend by whom to prosecute the cause.

Cases at Common Law specially Interesting to Attorneys.

SALE OF GOODS — LAW AS TO THE MAXIM OF CAVEAT EMPTOR.

Hall v. *Conder*, 5 W. R., C. P., 491.

This was an action for the breach of an agreement respecting a patent, and is here noticed on account of the incidental statement in the judgment of the Court of the law upon a very interesting point, which, strange to say, has, until compara-

tively recent times, remained in some degree of obscurity. It is, as to whether, on sales, a warranty, either with regard to title or quality, is implied; and if either, to what extent? Upon this topic, Mr. Justice *Williams* thus expressed himself: "With regard to the sale of ascertained chattels, it has been held that there is not any implied warranty of either title or quality, unless there are some circumstances beyond the mere fact of a sale from which it can be implied. The law on this subject was fully explained by *Parke*, B., in giving the judgment of the Court of Exchequer in *Morley* v. *Attenborough* (3 Exch. 500), which, as far as *title* is concerned, he thus sums up: 'From the authorities in our law, to which may be added the opinion of *Tindal*, C. J., in *Ormerod* v. *Huth*, it would seem there is no implied warranty of title on the sale of goods; and that, if there be no fraud, a vendor is not liable for a bad title, unless there is an express warranty, or an equivalent to it by declaration or conduct; and the question in each case, where there is no warranty in express terms, will be, whether there are such circumstances as to be equivalent to such a warranty.' The law is quite as firmly established, that, on the sale of a known ascertained article, there is no implied warranty of its *quality* (*Chanter* v. *Hopkins*, 4 Mee. & W. 399); but there is another class of cases in which it has been held, that a party is not bound to accept and pay for chattels unless they are really such as the vendor professed to sell and the vendee intended to buy, of which *Young* v. *Cole* (3 Bing., N. C., 724), and *Gompertz* v. *Bartlett*, are strong instances; in the latter case, Lord *Campbell* says, it is precisely as if a bar was sold *as gold*, but was in fact brass, the vendor being innocent."

INTERPLEADER ISSUE—JUS TERTII, WHEN AVAILABLE AS A DEFENCE.

Green v. *Stephens*, 5 W. R., Exch., 497; *Edwards* v. *English*, Id., Q. B., 507.

In both of these cases a question arose as to whether the defendant in an interpleader issue may defeat the claimant by setting up *jus tertii*. In the first of them, the goods in question had been seized under a *fi. fa.* on a judgment obtained by the defendant against one C. S., and they were claimed by the plaintiff as landlord; the issue directed being, "Were the goods seized the goods of the plaintiff as against the defendant?" The defendant set up, as an answer to this claim, the ownership of a third party in the goods; but it was held, that, *as between the defendant and the landlord*, the latter was entitled, and that the real ownership was immaterial for the decision as to this point, as the landlord was entitled to the actual possession, and was therefore able to maintain his side of the issue.

In the second case (*Edwards* v. *English*) the issue was, whether certain goods claimed by the defendant, as execution creditor, belonged to him or to the plaintiff, who claimed as assignee under a bill of sale from one H. On the trial the defendant set up as an answer to such claim a previous bill of sale to another person, which (not having been registered under 17 & 18 Vict. c. 36) was void as against the creditors. It was held that such bill was no answer to the claim.

Both of the above cases should be carefully distinguished from *Gadsden* v. *Barrow*, 9 Exch. 514, with which, at first sight, they seem to clash. There it was held competent for an execution creditor, made defendant in an interpleader issue, to set up the title of a third party, and defeat the claimant by establishing a prior bill of sale of the goods in question to such third party, upon the claimant's proving they had been assigned to himself. But this case differs from the first of the cases we have mentioned above, in the circumstance that the prior bill of sale was a valid one *in omnibus;* and it differs from the second, in the nature of the issue directed, which was not whether the goods in question were the goods of the claimant as against the execution creditor (as in *Green* v. *Stephens*), but whether the claimant was or was not entitled to the goods.

PRIORITY OF EXECUTION—LEVARI FACIAS, LAW AS TO.

Sturgis v. *The Bishop of London*, 5 W. R., Q. B., 499.

The question in this case was, in effect, whether the rule of law which requires a sheriff who has different writs of *fi. fa.* in his hands to execute them in point of priority, according to the dates at which they were delivered to him *to be executed*, and not according to the dates they bear, applies to writs of *levari facias* delivered to the bishop with a view to the sequestration of the profits of a benefice. It was held that the rule applied equally to both species of writs.

CONTRACTING AS AGENT WITHOUT AUTHORITY—DAMAGES, HOW ASSESSED.

Simons v. *Patchett*, 5 W. R. 500.

This was an action much resembling *Collen* v. *Wright*,* noticed in our last number, being brought against the defendant on a contract he had entered into with the plaintiff, that one R. would buy from him a ship at a certain price—the defendant *bonâ fide*, but by mistake, supposing himself to have the required authority. The question in this case was, as to the principle on which the damages should be assessed in such actions, and the general rule was laid down by Lord *Campbell*, that they ought to be equal to the loss which naturally flows from the breach of contract. Hence, in the present case, the defendant was held liable both for certain expenses the plaintiff had incurred on the ship on the strength of the contract, and also for the difference between the price contracted for and that at which the plaintiff actually sold her.

HIGH BAILIFF OF COUNTY COURT — ACTION AGAINST FOR ACTING AS ATTORNEY IN A PROCEEDING IN THE COURT.

Warden v. *Stone*, 5 W. R., Q. B., 501.

This was an action for a penalty of £50, under 9 & 10 Vict. c. 95, s. 30, brought against the high bailiff of the County Court at Lancaster, for having been concerned as attorney or agent for certain parties in a proceeding in the Court—viz. by applying to the judge for, and issuing, a warrant under 14 & 15 Vict. c. 52, to arrest an absconding debtor. The trial took place at Liverpool, and the plaintiff had a verdict, but leave was reserved to the defendant to enter a nonsuit, if the proceeding in question should be held not to be "a proceeding in the county court" within the meaning of the above section.

The Court said (without calling on the counsel for the defendant) that it could not be considered such a proceeding, inasmuch as, though one in which the county court judge is authorised to do an act, he does it only as a special commissioner under the Act of Parliament, and not as a county court judge; the proceeding was ancillary merely to the *capias ad respondendum* in the superior court, and was had *in camerâ* only, not *in curiâ*.

It may be observed, that in the recent case of *Pybus* v. *Gibb*, 26 L. J., Q. B., 41; 5 W. R., Q. B., 44, the Court held that the effect of the Absconding Debtors Act, giving power to the judge to grant warrants for their arrest, taken in connection with the other legislative provisions tending to increase the jurisdiction of the courts and the responsibilities of their officers, operated so as to prejudicially affect the liability of their sureties, and consequently to absolve them. This case was pressed upon the court as an argument that the action against the high bailiff was maintainable; but they held that the two decisions were perfectly harmonious.

ARTICLED CLERK—SERVICE UNDER UNSTAMPED ARTICLES—AFFIXING STAMP ON PAYMENT OF A PENALTY.

In re Welch, 5 W. R., Q. B., 505.

This was another application under 19 & 20 Vict. c. 88, for service of a clerk to be allowed to count from the date of his articles, though they had not been stamped till after the service under them had expired, and, consequently, no affidavit of execution had been filed, as required by 6 & 7 Vict. c. 73, s. 8. It appeared by the affidavits, that the applicant, who had been articled to his father, had left it to him to get the indenture stamped and inrolled; and it was alleged by the father, that immediately after his son had been bound to him, he fell into pecuniary difficulties, which he did not name to his son, who continued to perform the duties of the office for five years. The Treasury had allowed the articles to be stamped on payment of the penalty. Lord *Campbell* said: "Under the special circumstances of the case, we will allow the application." But the Court again repeated the warning given by Mr. Justice *Erle*, in *Ex parte Williams* † (5 W. R., B. C., 376), that the late Act was not intended to give parties a right to have their articles stamped whenever they pleased.

BASTARDY ORDER—EFFECT OF ATTORNEY APPEARING WITHOUT AUTHORITY.

Regina v. *Higham*, 5 W. R., Q. B., 507.

A rule had been obtained to set aside an order of affiliation on three grounds:—1. That, at the hearing of the case before the magistrates, the party charged had been represented by an attorney whom he had not authorised to appear on his behalf.

† See No. 18, p. 420.
* See No. 11, p. 270.

2. That the residence of the mother of the bastard was insufficiently described in the order in question. 3. That it did not appear from the order, that the evidence had been taken in the presence of the party charged, or of any attorney duly authorised to appear for him.

The Court discharged the rule, but amended the statement of the residence of the mother under the 12 & 13 Vict. c. 45, s. 7. And they appear to have considered the cause shown against the rule (so far as regarded the first and third grounds above stated) sufficient—viz. that, the summons having been served, it was immaterial that the attorney appeared without the defendant's sanction, or that the evidence had not been taken in his presence; and that the party would be left to his remedy, if any, against the attorney, for such unauthorised interference. (See the case of *Bayley* v. *Buckland*, 1 Exch. 1, as explained in Lush's Pract., 2nd edit., p. 186).

Professional Intelligence.

Candidates who Passed the Examination.

Easter Term, 1857.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Acton, Thomas Bennion	John Edward Towne; T. Edgworth
Arnold, Henry	Philip Rose
Bainton, Henry William	Jas. Baker Bainton; John England
Baker, Malachi Blake	John Baker
Barrett, Robert Bigsby Tucker	William John Barrett
Batte, William Dones	Henry Vickers
Bayley, Edward D'Oyly	Wm. Bayley; H. Barnes; J. Dodds
Berridge, Thomas	Sommersby Edwards
Bockett, John Symonds	Daniel Smith Bockett
Bowling, Henry Paulson	Samuel Edwardes
Bradford, Henry William	James Templer
Brodie, Alexander, B.A.	Edward Walker
Bygott, Robert	William Hilliard Goy
Chandler, Samuel, jun.	Joseph Charles Shebbeare
Clarkson, Thomas	Alexander Baldwin
Cobbold, Henry Chevallier	Alfred Cobbold
Cook, Robert Allen, B.A.	Robert Cook
Copping, Samuel	Charles Stroughill
Crawley, George Baden	George Abraham Crawley
Danks, Tom	John Wadsworth
Davies, Corbet	Jonathan Scarth
Daw, John, jun.	John Daw
Dawson, Richard Henry	Richard Dawson
Doughty, John	Herbert Sturmy
Eaton, George	Edward Sidebottom
Edwards, J Copner Wynne, M.A.	Samuel Edwardes
Ellis, Robert Parton	Robert Ellis
Ffinch, John Parkinson	Charles Augustin Smith
French, Henry	Henry John Whitehead
Fricker, Frederick Robert Augustus	Henry Bedford
Galindo, Alfred Miles	Percy Galindo
Grantham, George	John Sidney M'Whinnie
Hall, Robert	Edmund Baxter
Harris, William	John George Galloway Radford
Hawkins, Francis Goodlake	Richard B. B.Hawkins; J. T. White
Hayton, Joseph	Edward Bowe Steel
Hebb, Henry Kirke	Joseph Moore
Hett, Roslin	John Hett; George Bower
Hill, Henry, jun.	Henry Hill
Horton, John Robeson	Thomas Scott
Hullett, John	William Roberts, jun.
Jenkins, George Appleby	Edward John Boulderson Rogers
Jones, John	George Cutler Parker; Jno. Lewis
Jones, Theophilus Edward.	Frederick Copley Hulton
Kimberley, William	Lawrence Pemberton Rowley
Ledsam, William	Clement Ingleby
Makinson, Charles	John Makinson
Marsh, John William	Charles Stanhope Burke Busby
May, William	James Townley
Middleton, Henry Samuel	John Elliot Wilson
Minster, Oliver	Robert H. Minster; E. K. Blyth
Morton, James, jun.	Edward Key; John Phipps Starton
Nevill, William Henry	John Buck Lloyd
Norton, Francis	Louis Norton
Norton, Francis Douglas Fox	John Ralph Norton Norton
Philipson, Hilton	Wm. Lockey Harle; R. P. Philipson
Prall, John Thomas	Richard Prall
Press, John Latham	Edward Palmer Clarke
Preston, Thomas Sansome	Stephen Pilgrim
Purkis, Henry Wakeham	Clement Francis
Robinson, Brooke	William Robinson
Ross, Walter Bullar	Simon Batley Jackaman
Ryan, Arthur Compton	Joseph Bebb
Satchell, Theodore	John Satchell
Saunders, Edward George	Henry Saunders, sen.
Scarlett, Frederic	Richard Scarlett
Sers, Peter	William Thomas Manning
Sharp, William	John Urmson
Skeet, Robert	Anthony Atkinson, jun.
Slack, James Hervey	Edward Waugh
Slann, Thomas Holloway	James M. Webb; Geo. Wilkinson
Smith, Samuel	John Walker
Spurr, Henry Allan	George Pearson Nicholson
Sugden, John, jun.	George England
Tasker, Frederick Talbot	Frederic Talbot
Tatham, Meaburn Smith, B.A.	Robert Brotherson Upton
Taylor, Henry	Eldred Harrison; Thomas Harrison
Thurstans, John Frederick	William Thorne
Waistell, Charles	Charles Stockdale Benning
Walsh, William Henry	William Sale
Watney, John, jun.	John Druce
Watson, John Walter	Thomas Steed Watson
Watson, Thomas Adam	Benjamin Terry
Whitehead, Arthur	Robert Sankey
Wilkinson, Walter Meacock	Josiah Wilkinson
Willis, Robert, jun.	George Hensman
Winckworth, Lewis	Henry Thomas Young
Wood, Edward Negus	John Wood, jun.; Sayers Turner

Examinations at the Incorporated Law Society.

Easter Term, 1857.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended as deserving of equal honorary distinction the following gentlemen:—

Henry Kirke Hebb, of Lincoln, who served his clerkship to Mr. Joseph Moore, of Lincoln, and Messrs. Scott, Tahourdin, and Shaw, of Lincoln's Inn Fields.

Walter Bullar Ross, of Ipswich, who served his clerkship to Mr. Simon Batley Jackaman, of Ipswich, and Messrs. Aldridge and Bromley, of South Square, Gray's Inn.

William Henry Walsh, of Oxford, who served his clerkship to Mr. William Sale, of Manchester, and Messrs. Pownall, Son, and Cross, of Staple Inn, Holborn.

The Council of the Incorporated Law Society have accordingly awarded a prize of books to be presented to each of those candidates.

The examiners have also certified that the following candidates passed examinations very little inferior to those who have been reported for prizes:—

Henry William Bradford, of Westmeon, Hampshire, who served his clerkship to Mr. James Templer, of Bridport, and Messrs. Clowes, Son, and Hickley, of King's Bench Walk, Temple.

Henry William Bainton, of Beverley, Yorkshire, who served his clerkship to Mr. James Baker Branton, of Beverley, and Mr. John England, of Beverley and Hull, and Mr. James Sidney Hargrove, of Lincoln's Inn Fields.

Thomas Berridge, of Melton Mowbray, who served his clerkship to Mr. Sommersby Edwards, of Long Buckby, and Mr. George Capes, of Field Court, Gray's Inn.

John Lasham Press, of Hingham, Norfolk, who served his clerkship to Mr. Edward Palmer Clarke, of Wymondham, and Mr. John White, of Barge-Yard Chambers, Bucklersbury.

By order of the Council,

Robert Maugham, Secretary.

Law Society's Hall, 7th May, 1857.

Correspondence.

DUBLIN.

(From our own Correspondent.)

Trial by Jury.

The non-attendance of jurymen at the *Nisi Prius* sittings is a growing evil, to which at last the serious attention of the judges is becoming awakened; and more stringent measures will probably be resorted to to compel the discharge of a duty which is habitually neglected by the majority of those who are bound to perform it. Jurors are so hardly to be found, that the sheriff's officer is frequently obliged to rush into the public thoroughfares in search of parties who will consent to enter the box; and he thinks himself fortunate if he catches some stray jurymen without a large amount of search and trouble. A few days since the Barons of the Exchequer delivered their sentiments on the subject, in a case where a motion had been made to set aside a verdict on the ground of irregularity in the mode of filling the jury box. To give the full particulars of the case would not be quite fair, inasmuch as serious charges were made against the sheriff's officer, which were disproved on oath by that functionary, and were not substantiated in the opinion of the Court. Some observations, however, which fell from the bench may be transcribed here, as they are of general application, and may tend to check an increasing malpractice. The Chief Baron, in referring to the course taken to complete the jury, stated that there was a set of persons known to the sheriff's officer, who were ready, and even anxious, to attend and perform the functions of *tales* men when they were required. It wa

not for the interests of justice that such a class should exist, as a class, to furnish those who were to serve on juries. The law contemplated the selection of juries in the manner prescribed by the Act of Parliament, from those placed in the sheriff's books, with a view to competency and impartiality. If, however, there were a class of persons waiting on the proceedings of courts of justice, and desirous of coming in to derive the small emoluments arising from the office, exposed as that class were to great temptations, he could not approve of such a practice. Baron *Pennefather* strongly censured the sheriff's officer for collecting jurymen from the bystanders, as it did not appear on oath that he had summoned the entire forty-eight persons whose names were on the panel. Baron *Richards* complained much of the limited number of persons whose faces were seen again and again in the box; and stated that the larger share of *Nisi Prius* business was in fact transacted by a small knot of jurymen.

The practical result of these severe observations from the learned Barons will probably be, that the leniency which has heretofore prevented fines from being regularly imposed on absent jurors, will give way to a wholesome strictness in this particular. If good round penalties are enforced punctually, there will be no longer reason for complaint.

One of the strongest reasons why a jury box should not be occupied again and again by the same jurors, is suggested by the stories current in Dublin as to the influence acquired by certain leaders at *Nisi Prius* over the minds of some of these professional jurors. Some passages from the *Freeman's Journal* of yesterday, *apropos* of this subject, may be appended:—

"Any person tolerably familiar with *Nisi Prius*, knows that three-fourths of the verdicts, in common jury cases, are found by a select class whose faces are as familiar as those of the presiding judges. The leaders of the *Nisi Prius* bar take advantage of this old acquaintance. They wink—they nod—they assume the wreathed smile, the indignant frown, or the wheedling compliment, just as either may suit the peculiar tempers to be operated on. You could not, for a moment, mistake the identity of these fortunate administrators of justice. There they are from year to year, and from term to term, trying the half-a-dozen or dozen cases each day, and dividing between them, at the end, the grateful spoil. This transfer of justice to a select few arises, in a great degree, from the reluctance of traders to waste time, which might be more profitably employed, in the four courts. They take their chance of a fine to escape confinement in a jury box. Hence the duty of trying cases devolves on a select body, who are always present to answer to their names on the panel, or to fill up the *tales*. They are in the Hall, or in the galleries, or the passages, waiting for a new jury to be called, and ever at hand to prevent the frustration of justice by their anxious solicitude to enter the box. It is not about the twelfth of a guinea they care. They have at heart rather the public interests than the humble proportion of the fee which falls to each. This practice may turn out a smart class of common jurors, but it leads to many inconveniences. We have heard the verdicts of Dublin common juries in doubtful cases much complained of. The defeated party, of course, will complain under any circumstances; but it is nevertheless a fact, that many verdicts are open to censure from the character of the juries, which have not sufficient intelligence to sift complicated facts and draw just conclusions from contradictory evidence. Dublin should afford the highest class of jurors, common and special; and if men would only accept a little of that trouble which trial by jury necessarily imposes, and answer to their names when called on the panel, they would discharge very important duties to the community—duties of which they should be rather proud than anxious to evade, for the jury box is a fine school of discipline for the free citizen—and instead of having our most valuable rights determined by men of straw, we should have confidence in verdicts found by men of practical knowledge, intelligence, and judgment."

CHANCERY—ROSSBOROUGH *v.* BOYSE.

This long contested and very extraordinary case re-appeared in the Lord Chancellor's list yesterday. It will be remembered that landed estates to the value of over £10,000 a year, as well as personal property of very large amount, were all devised by the will of the late Cæsar Colclough, of Tintern Abbey, county Wexford, to his wife (now Mrs. Boyse, the defendant), and after that lady had been in peaceable occupation and enjoyment for several years, it came into the heads of some collateral relatives of the deceased to dispute the validity of the will, on the ground of alleged "undue influence" exercised over the testator by his wife. After some litigation an issue was directed, and, after a protracted trial at the Assizes, a verdict was obtained setting aside the will. A new trial was sought for, but the Lord Chancellor refused to grant it, and put the plaintiff Rossborough in possession of the estates. Subsequent orders have been obtained, the result of which has been to impound in the Court of Chancery a very large amount of money, representing the mesne profits of the estates. The entire case was brought before the House of Lords last year, and in March last a luminous and comprehensive judgment was pronounced by L. C. *Cranworth*, varying the decree of the Lord Chancellor of Ireland, defining with more exactness than had before been attempted the nature and limits of "undue influence," and intimating a strong opinion as to the validity of Mr. Colclough's will. The result now is, that a new trial has been directed, and the cause remitted to the Lord Chancellor here, to give such directions as to changing the venue, or otherwise, as he may think fit.

The *Solicitor General*, with *Brewster*, Q. C., and *Lawson*, Q. C., now appeared for the defendant, and sought for an order restoring Mrs. Boyse, the devisee, to the possession of the estates, and directing the plaintiff to refund the rents received by him, &c. *Whiteside*, Q. C., and *Fitzgerald*, Q. C., opposed any such order being made before the new trial should take place; which will probably be in about two months.

The LORD CHANCELLOR said that the reversal of his decree rendered it necessary that he should direct a new trial of the issue, and that the defendant must be restored to the possession of the estates. Until the final determination of the case, however, no account would be directed as to the mesne rents and profits enjoyed by Rossborough.

An application was also made this day on behalf of the plaintiff to have the venue changed from Wexford to Dublin. The arguments had not, however, concluded when the Court adjourned.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—While admitting, as freely as any of the Commissioners are disposed to assert it, that some change is necessary in either the principles or the practice of conveyancing, I have been somewhat startled at finding, that in their Report, instead of boldly meeting and explaining their views on what I may characterise "the hinge" of their plan (namely, the mode of indexing), the Commissioners have shirked the matter by saying, in paragraph 80, "A provision which it is most important to attend to is the mode of indexing the property registered; *this must be left to a great extent to the registrar*."

Now, it appears to me, that on the practical nature of the index or indexes depends *entirely*, and not partially, the usefulness and success of the plan the Commissioners recommend. They tell us, that they seek to make the title to real property as simple as that, to stock, and they then proceed to propose a registrer of the title to land similar, according to their account, to the register of title which already exists in respect of the public funds.

But how it is possible to apply such a system of registry to land I cannot, for the life of me, conceive; and her Majesty's Commissioners, from their silence on the subject, would seem to be in a similar state of darkness and ignorance. They tell us indeed, at great length, what *ought to be* registered, but not one single word as to how it is to be done.

Under these circumstances, it appears to me to be almost futile to attempt to comprehend the plan; but as some of your readers who are supporters of it may perhaps have greater powers of comprehension than the writer, I would ask of them an explanation of the course to be pursued under the following circumstances:—

Suppose A. B. to be the owner in fee-simple of a farm of 500 acres and a number of detached cottages, situate in the parish of C., in the county of D.—Is the principle of the registry of stock to be applied, and the property indexed to A. B.? or is the principle of the ship registry, and A. B. to be indexed to the property? How is an intending purchaser to search on the register for the ownership of such property in the case of A. B. having lost or mislaid his certificate of registry, or (even supposing that he had not been so careless) what is there to assure the purchaser that no other person is registered as owner of the same property? in short, how is the security, which the debtor and creditor system of entry adopted with regard to stock affords to a purchaser, possibly to be applied to land?

These are matters as to which it would have become the learned Commissioners to have afforded some little information, the fact being, as cannot be too often repeated, that it is not the *principle* of registration which needs so much to be explained and enforced, as the *manner* in which that registration is to be carried out.

With reference to the unlimited powers proposed to be bestowed upon the registrar, I should think it is unlikely that Parliament will be willing to confer them upon a person who must of necessity be irresponsible;' but, granting the willingness of Parliament to do so, I would ask where, in the wide creation, the individual is to be found who could perform the Herculean duties of examining into each individual case, and deciding upon the best and most practicable plan of indexing it so as to disclose to all the world simply and effectually the dealings by way of sale, mortgage, or lease of all sorts of parts, shares, and proportions which day by day occur in the most trivial properties.

When these matters are explained the Commissioners may expect a more general adhesion to their plan; but in the mean-

time I cannot help thinking that it is crude and undigested, and made by persons who have not much practical acquaintance with the difficulties with which they propose to deal; and on referring to the names of the Commissioners, I find that, with the exception of Mr. Wilson and Mr. Cookson, this remark applies. Whether either of these gentlemen is the one mentioned in the last paragraph of the report, I am unaware; but I hope, whoever he may be, he will give to the world his reasons for his non-concurrence. I am, Sir, your obedient servant,

5th May, 1857. A CONVEYANCING CLERK.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I think it but right to point out an anomaly which exists in the practice of attorneys appearing in the Insolvent Debtors Court, in Portugal-street, and the Bankruptcy Courts; for you are aware, that, in the former, counsel can only appear for the creditor to oppose an insolvent, whereas an attorney is permitted to appear and oppose in the latter; and I imagine the sooner the distinction is removed the better, for it cannot certainly be less important in the one than in the other. I hope, therefore, you will use your endeavours to remove this obstacle to the appearance of attorneys in both courts equally.

Yours respectfully,

JOHN NURSE CHADWICK.

King's Lynn, May 4, 1857.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In the year 1839 appeared the first volume of "Bythewood's Conveyancing," published by one Sweet, and edited by another.

The promise then made (eighteen years ago), and renewed in a catalogue issued by Mr. Sweet to the profession as recently as last month, is "The remaining volumes will be published as expeditiously as may be consistent with a due regard to accuracy."

Of this edition Vols. 1 to 7, Vol. 9, and Vol. 11, alone have been published: thus not only leaving a book, which is one of the first requisites of a lawyer's office—a collection of conveyancing—incomplete, but greatly lessening the value of what is published, for it is without an index, and so you have to find out, as best you can, any particular point wanted.

Is it too much, after this lapse of time, to remind both editor and publisher that promises raise expectations of performance, and that it is just possible people may come to the conclusion it is wiser to wait until a book is complete ere they buy any portion, rather than chafe under inconveniences of so long a duration.

Law publishers generally, presuming upon the incessant occupation of their subscribers, are not remarkable for a strict punctuality in these things; but it is probably impossible to find a second case to place by the side of this glaring example.

I am, Sir, your obedient servant,

THE SHADE OF BYTHEWOOD.

Review.

Concise Precedents of Wills, with an Introduction and Practical Notes. Second Edition. By J. T. CHRISTIE, Esq., of the Middle Temple, Barrister-at-Law. W. MAXWELL, Bell-yard.

It is very well known to professional men that the most fertile of all sources of litigation is the manufacture of inartificial wills. It is curious that the particular class of instruments which involve beyond all comparison more intricacy and difficulty than any others, should be those which schoolmasters, who have picked up a few legal terms which they do not understand, most frequently select to display their legal skill; and it is not at all surprising that the result should be a goodly collection of cases on the exposition of unintelligible wills. Even the most experienced draftsman sometimes breaks down in the attempt to provide for the numerous contingencies which may affect the state of a testator's family by the time when his bounty comes to be distributed; and few can venture, without the aid of carefully studied precedents, to draw a will containing anything beyond the simplest limitations. The marked tendency of the Courts to greater strictness of interpretation renders it now more than ever necessary that the language introduced into a testamentary instrument should be both precise, and accurately adapted to the rules of construction which judicial decisions and statutory enactments have established. But it is not necessary to say much to prove the value of a compact book of concise precedents for wills. As long ago as 1835, a very successful attempt to supply this want was made by two of the most eminent of modern conveyancers, Mr. Hayes and Mr. Jarman; and the value of their contribution to the solicitors' library has been attested, not only by the sale of a series of four editions of their own book, but by the appearance of rival productions devoted to the same object. The first edition of the work which we are now reviewing issued from the press in 1849, contemporaneously with the fourth edition of Hayes and Jarman. The title-page bears a name of not less celebrity in conveyancing matters than those of the joint authors of the earlier work. It is not, however, the veteran draftsman himself, but his son, Mr. J. T. Christie, to whom the profession owes this collection of wills, which has now reached its second edition, and has come out with a large accession of bulk. The convenience of multiplying precedents, so as to have something near to what may in most cases be wanted, will probably induce many practitioners to place "Christie's Concise Precedents" by the side of "Hayes' and Jarman's Concise Forms of Wills." Still, it may not be useless to point out the peculiarities of the two works, so as to enable the solicitor to turn to the one or to the other, according to the nature of the want which he desires to supply.

The two books have been constructed on different principles. The idea of the first was to produce a portable volume of short forms, not copied from drafts, but originated with a view to general applicability, and illustrated by succinct statements of the law upon points of frequent occurrence. Mr. Christie, on the other hand, has adhered to the old practice in precedent books of printing drafts from important wills prepared by conveyancers of the highest eminence, or which have been tested by the scrutiny of many a lynx-eyed lawyer on occasion of actual transactions under the powers which they contain. The advantage of the first system is, that the collection of forms, having been made with reference to the circumstances which most commonly occur, is composed of wills less special in their frame, and more readily adaptable to the requirements of an average testator, than those which are taken from real drafts. Against this, Mr. Christie's plan offers, in some cases, the security which is afforded by the criterion of actual business; while the reliance of the solicitor who uses Hayes and Jarman must be placed on the reputation of the authors, and the extreme care and skill with which every point on the construction and operation of wills is explained in its appropriate place in the foot-notes, which are models of condensation, and all compact of law. The same complete, though brief, analysis of the law, suggested by each particular precedent in the text, is not attempted by Mr. Christie, who has rested his claims more on the forms which he has selected, than on the commentary with which he has enriched them. Notes, however, will be found pretty thickly strewn over his pages; but they consist more generally of practical, and sometimes rather obvious advice, than of exhaustive summaries of legal questions, such as we find in Hayes and Jarman.

We have picked out at random a few subjects on which to compare the principles of annotation adopted by the respective authors of these two serviceable manuals. Here is one example. Each contains a note on certain clauses by which powers are conferred on trustees of allotting portions of land directed to be sold to any of the beneficiaries in lieu of their shares of the proceeds. Mr. Christie's observation is, that "the clause will often be found useful, as without it no secure arrangement could be made for allotting the real property among children, however desirable such an arrangement might be." In Hayes and Jarman we have, as a note to a similar clause, a short reference to certain decided cases on the discretionary powers of trustees. The same sort of contrast is observable throughout. For example, in the page of Christie next preceding that from which we have quoted, is a note to the effect, that, "when an important discretion is reposed in trustees, particular care should be taken in the selection of the persons in whom the testator proposes to repose such confidence"—a piece of undeniably sound advice. Turning, in the same way, to the nearest pages in the other book, we have, just before the note we have mentioned, an elaborate though brief account of the law of conditions in reference to marriage; and, just afterwards, a similar examination of the numerous cases relating to the appointment of new trustees under a power, and the reason for the particular form of the clause selected. Once more, to test our general observations by a particular instance, let us refer to this last subject in the pages of Mr. Christie. We shall find it noticed at page 197, in a general note, not attempting any discussion of the authorities, but impressing on the reader

the importance of this, and also of the other, common trustee clauses. This is, or was, true enough of the new-trustee power, but it happens to be a mistake, though a very harmless one, with respect to the clause which entitles a trustee to reimburse himself his expenses in the trust; the fact being that instead of affording "protection, without which no prudent person would undertake a trust," as Mr. Christie says, it only expresses a right which the trustee would equally enjoy whether the clause were there or not. But we have not referred to this note for the purpose of taking exception to its accuracy so much as to illustrate the principle on which the author has proceeded. Speaking generally, we may say that the notes in this work are didactic; those in Hayes and Jarman legal. Mr. Christie's "Precedents," as we have already stated, are selected; while those in the "Concise Forms" are composed. We may add that each book is preceded by an introduction on the law as altered by the Statute of Wills. These are not less characteristic than the precedents and notes. In the one case it is a systematic *resumé* of the law, fortified with copious references. In the other—that now under review—we find a collection of recommendations, more or less useful and accurate, with a rather rambling discussion of many of the points which have arisen out of the last Statute of Wills. With these observations our readers will be able to judge for themselves, when it will be especially desirable to consult Hayes and Jarman, and in what cases additional aid may be expected from the "Precedents" of Mr. Christie.

Law Amendment Society.

FOURTEENTH SESSION.—THIRTEENTH GENERAL MEETING.

MAY 4th, 1857.

ACTON S. AYRTON, Esq., M.P., took the Chair at eight o'clock.

George Gatton Hardingham, Esq., was ballotted for, and elected.

Mr. E. WEBSTER read a paper on the "Corrupt Practices Prevention Act, 1854," in which he pointed out defects in the clauses of the Act, and doubts which were entertained as to their accuracy. He remarked that it left the word "candidate" entirely undefined, and was regardless of chronological order. Was the person who issued an address, and did not go to the poll, a candidate or not? He proceeded to show the defects in the Act as to the duties of the election auditor, adding that there were doubts as to whether he was a ministerial officer, and characterising the terms in which that functionary was described as "puerile." The language of the Act was so vague as to make the heart of the stoutest candidate tremble; and the blundering character of it had also extended to the payment of expenses. He feared that words had slipped into the Act unintentionally. Had the Act been prepared with ordinary care, no doubt could have existed; and considering that it was penal, ambiguity was all the more to be condemned. The definition of "an election agent" was also vague and unsatisfactory. He next declared that the terms "bribery," "treating," and "undue influence," afforded evidence of the want of design and arrangement, by which the Act was characterised. Without entering into all the questions raised by the statute, he urged, in conclusion, that it had been prepared without a becoming regard to the public welfare, and he therefore trusted that it would be brought under the attention of the Legislature with the view of its being amended.

Mr. DAVID POWER fully admitted the ability of the paper, but thought that Mr. Webster had fallen into some mistakes in the construction of the Act, especially as to the meaning of the word "candidate."

Mr. C. WORDSWORTH pointed out, that, under the Act, a candidate could incur expense without incurring immediate liability; that the advertising mentioned did not include placarding, which, therefore, was not under the control of the auditor; and that a candidate would be liable for fees, although he might never have intended to go to the poll.

The society adjourned till Monday, the 18th, at eight o'clock.

The address of the council, read on the 27th ult., contained the following passage on the subject of

CRIMINAL LAW:—

When the council last addressed the society, at the commencement of its present session, a panic was prevalent in the country on the subject of our criminals, and a general disposition was manifested in favour of returning to a wholesale system of transportation. The Criminal Law Committee reported against any such retrograde step, believing that transportation at the best was but a clumsy substitute for a vigilant and judicious administration of secondary punishment at home, and that a return to it in the present state of our colonial empire could only be attended by disastrous consequences. The committee recommend an increase of the terms of penal servitude, and a stricter and more discriminating application of the ticket-of-leave system.

THE MERCANTILE LAW CONFERENCE COMMITTEE.

This committee are engaged in the preparation of a Bankruptcy Bill, in pursuance of the resolution adopted by the conference. A deputation will shortly wait on the Chancellor of the Exchequer to urge on him the necessity of transferring the compensation now charged on the fees of court to the consolidated fund.

Juridical Society.

MR. REILLY'S PAPER ON "JURIDICAL OATHS."

(*Continued from p.* 426.)

The learned reader quoted at some length from the Report of the Indian Law Commissioners as to the existing practice both in the Supreme Court and in the Company's Courts, and as regards as well Mahomedans as Hindoos, and he then read the following paragraph from the Report:—

"These reasons appear to justify a preference of an affirmation not containing any reference to religious sanctions. But such an affirmation, though less objectionable than one containing such a reference, appears to us to have no positive utility, and we therefore think it best to dispense with oaths and affirmations altogether."

Mr. Reilly then proceeded as follow:—

Here, we see, is a case where the oath, intended to facilitate and steady the motion of the machine of justice, has become a clog. It would be absurd to insist on its retention in such circumstances. Perhaps it was an unavowed reason with the Commissioners for their proposal, that the habitual disregard of an oath by the lower classes of the natives of India is notorious, and it was evident that the ceremony failed to accomplish there the only object for which it existed.

The case is exceptional, and does not militate against the general conclusion to which these observations have tended—that an oath may both reasonably and usefully be maintained as part of the judicial institutions of a people that acknowledges those primary doctrines of natural religion from which the ceremony derives its significance and its efficacy.

From this conclusion we naturally pass on to the question on which the Common Law Commissioners disagreed—the question, as they state it, "whether the religious sanction should be made the indispensable condition of testimony in cases where that sanction is admitted to have no existence." They proceed to illustrate and argue on it thus:—"The following case has been put. A witness is provided whose testimony is essential to one of the parties to the suit. He is examined as to his religious belief, and at once admits that he has no belief in a state of rewards and punishments. As the rule now stands, he would be excluded, yet his disbelief is not the fault of the party calling him, and to whom his testimony is essential. The *penalty* of the unbelief of the witness is paid, not by himself, but by the innocent suitor. Under these circumstances it has been argued, that, though the evidence, if received, would be wanting in the important sanction of religion, it would, on the other hand, still possess the not inefficacious sanction of morality and law, and there would be the additional security for truth arising from the admission itself on which the witness is now excluded. For it is said that nothing but a sense of truth would induce a man to admit in a court of justice a disbelief, which must render him odious in the eyes of the mass of his fellow-men." And they conclude thus, as I have mentioned:—"As we have been unable to agree on any recommendation on this point, we think it inexpedient to pursue the subject further."

The mere fact that there was an irreconcilable difference of opinion among the men who composed that commission is a proof of difficulty; in the absence of that proof, it might be thought that the question was easy of solution.

An oath is turned to a wholly wrong purpose when it is applied to the exclusion of evidence—when the instrument intended for the better discovery of truth is used for the shutting out of knowledge. Now this exclusion is operated here entirely by the requisition of an oath. There is nothing in the law to exclude such a witness as this, on account of his views on matters of religion, except the rule that every witness must

be sworn. This, at least, is the ground upon which their excusion is put by L. C. J. *Willes*, in *Ormychund* v. *Barker*.

"On the other hand," he says, "I am clearly of opinion that such infidels, if any such there be, who either do not believe in a God, or, if they do, do not think that he will either reward or punish them in this world or in the next, cannot be witnesses in any case, nor under any circumstances, for this plain reason—because an oath cannot possibly be any tie or obligation upon them."

But surely this is to cast away the substance for the shadow. Such maxims as *in judicio non creditur nisi juratis* have an imposing air, and are often cited as if they embodied some great natural principle, some direct and necessary inference from the constitution of man and the conditions of his existence, while in truth they are but statements of special rules of English law. The maxim, whether in its Latin or in its English form—"no testimony whatever can be legally received except upon oath"—simply amounts to this: that, as a matter of fact, and by a rule of positive law, an English tribunal is precluded from listening to an unsworn witness. The maxim then may be set aside without compunction when it prevents the tribunal from duly exercising its functions.

It seems clear that the objection to a witness on this ground should go, not to his competency, but to his credit. The jury can judge of that in each instance; and, to adopt the argument of the Commissioners, the avowal of disbelief is in itself strong evidence of a desire to tell the truth without regard to consequences. The presumption that such a witness is necessarily to be disbelieved is unfounded and illiberal. L. C. J. *Willes*, dealing his vigorous blows at Coke's proposition, that an infidel cannot be a witness, says, "It is a little, mean, narrow notion, to suppose that no one but a Christian can be an honest man;" a declaration which seems fairly capable of extension beyond the cases of those Gentoos of Calcutta in whose favour it was pronounced by the learned judge. Besides, it is not true, as this observation would seem to imply, that only honest men are admitted as witnesses, and that every one who is willing to take an oath is an honest man.

Then look at the consequences of this rule. The Commissioners refer to one in the case of the innocent suitor losing his cause by the exclusion of the evidence. In a criminal case, the most serious damage might be done to the public interests, and great scandal might be brought upon the administration of justice, by the shutting out of important testimony for the prosecution; while, in another instance, the penalty might fall still more heavily upon the accused. And, in this last case, it would be an absurd result of what has been granted to the prisoner as an indulgence, if, by the operation of the rule, he were not allowed to have even the benefit of unsworn testimony. An unwilling witness, too, might, by bringing himself within the rule, avoid giving evidence.

Where the excluded testimony is that of one of the parties, and is necessary for his success, the rule operates directly to produce in him a civil disability—an incapacity for sustaining a suit.

Lastly, as it has been observed by Mr. Best—

"Whatever might have been formerly urged in favour of the exclusion in question, it seems inconsistent to retain it at the present day; since the 6 & 7 Vict. c. 22, has allowed the unsworn testimony to be received of the members of certain barbarous and uncivilised races in the British colonies, who are described in that statute as "destitute of the knowledge of God, and of any religious belief."

For the reasons which have been thus sketched out, it would seem to be most just and expedient that no witness should be excluded on account of his not being under the influences through which an oath operates; and this would be quite consistent with the retention of oaths for cases in which they were applicable. The principle, that the oath should not be allowed to operate as an obstacle to the admission of testimony, would, if adopted also in the cases of infant witnesses, tend to secure the punishment of offenders who, under the present rule, must escape. The law now is, according to the language of the judgment in *Brasier's case*:—

"That an infant, though under the age of seven years, may be sworn in a criminal prosecution, provided such infant appears, on strict examination by the Court, to possess a sufficient knowledge of the nature and consequence of an oath; for there is no precise or fixed rule as to the time within which infants are excluded from giving evidence; but their admissibility depends upon the sense and reason they entertain of the danger and impiety of falsehood, which is to be collected from their answers to questions propounded to them by the Court; but if they are found incompetent to take an oath, their testimony cannot be received."

It would seem to be the more reasonable and the safer rule, that the first question should be as to the degree of the child's mental capacity; its fitness to state intelligently the matters of fact which it is called to prove; and that, upon the result of that inquiry, its admissibility as a witness should wholly depend. Then the question, whether or not the child is in a condition to appreciate the nature of an oath, and therefore to be sworn, should be treated as subsequent and secondary, the evidence being, in the event of the non-administration of the oath, subject to such deduction from its value as the jury may think ought to be made on that account.

A consideration of the increase of value which the oath confers on any statement to which it is attached would lead to the conclusion, that all the parties to a judicial proceeding indifferently should be allowed the benefit of the oath. In a criminal case, then, ought not the accused to be permitted to make any statement for his defence upon oath? If he voluntarily presents himself to be sworn, and subjects himself to cross-examination, there seems no sufficient reason why the tribunal should not be enabled to avail itself of this means of getting at the truth, while the parties would be put on an equality. Both plaintiff and defendant in a civil case, and the prosecutor in a criminal case, may have the advantage of their own sworn testimony. The benefit, with its corresponding risks, would properly, it seems, be extended to the accused. This would be the natural complement to the legislation which has allowed his witnesses to be sworn. At present, any part of his defence which rests upon his own statement goes to the jury from himself, or through his advocate, with comparatively little effect. There is a dislike among us to the system of interrogation brought to bear on the accused in some other countries. That dislike is, perhaps, too strong and undiscriminating; but, at any rate, the voluntary examination of the prisoner on oath would not necessarily lead to the introduction of that system, and with proper safeguards and restrictions would doubtless be found an efficacious instrument for getting at the truth of the case.

The learned reader concluded his paper by discussing the form of the testimonial oath in use in our courts, which he considered susceptible of improvement.

The next Meeting will be held on Monday, the 11th instant, when Mr. S. M. Leake will read a paper on "Some Points in the Theory of the Law of Property." (The Modes of Division of Property; particularly the Mode of Division by Successive Intervals of Use.)

Law versus Life.

Some creatures, with soft paws and sharp claws, have been reputed to possess nine lives. Recent science, however, has vindicated the economy of nature from the embarrassment which would thus ensue. No tabular statements have as yet ruled the question of superior longevity between rats and rabbits; but the timid deer was, in classic times, famed for length of days far exceeding the fiercer carnivori who preyed upon his kind; and, as a corresponding fact, recent statistics seem to be settling that lawyers are a short-lived race. A society has for some time existed for the purpose of reducing everything to a tabular form. We live in a tabulated state of atmosphere; our bread is tabulated even to its adulterations; but the great question of human longevity was the first, perhaps, which invited that incubation of numbers which statisticians love. Anciently, the astrologers had this process to themselves, and history is full of the marvels of their practice. No doubt, they had facts and figures in abundance, and an experience which might have begun from the tower of Babel. Now, the statisticians have succeeded to this prolific department of speculation; and a serious question occurs, which of the two deserve most reliance? Instead, however, of the hoar antiquity which the starry doctors boasted, the most recent of statistical luminaries* on this question can only quote, with modest diffidence, "the results of two years' experience for the metropolis, and of one year for the whole of England and Wales," which he admits to be "obviously insufficient."

For some, however, of the inductions employed in these results we have a wider substratum of facts. It may be assumed as conclusively established that learned lives are long. Not, indeed, that a long life is necessary in order to be "learned" for the purposes of the theorem, but that the professions which require studious preparation include circumstances favourable to longevity. The "black graces," physic, divinity, and law (we assign to them the relative priority of their average duration as determined by our statisticians), keep the house of life with surer bars than trade, commerce, and even, if we

* "On the Duration of Life among Lawyers," &c., a paper read before the Statistical Society of London, Feb. 17th, 1857. Statistical Journal, Vol. xx, Part 1.

understand the purport of the statement rightly, than idleness. Law, however, is found to be at a disadvantage as compared with her sisters, and that disadvantage has gone on slightly increasing, according to existing figures, during the last three centuries. Their patients must allow "the faculty" the credit which attaches to the fact that they are able to maintain to the longest average pitch the lives in which they are most interested—viz. their own. This seems to show that a pill-box has "something in it" after all, and confirms the adage that a man is a fool or a physician at forty. Here, if a post-mortem parallel were admissible, might be adduced the famous speculation of the grave-digger in "Hamlet," as to how many ordinary men "your tanner," when coffined, will outlast. According to this, Parr's life pills ought to consist of oak bark; and, whenever profits justify the outlay, it might be a wholesome bonus to present a box of them "as a supplement gratis" to the regular subscribers to this journal. The calculations, however, to which we refer hardly include the class for whom it is chiefly intended. The judicial bench and the bar have furnished nearly all the cases cited, but the obituary of these columns is likely to supply a basis for more comprehensive views.

If it were desirable to illustrate ignorance by conjecture, we might, in the clear field which absence of ascertained fact opens for such amusement, speculate as to the reasons why a bishop has the odds of a judge in respect to longevity. It is probable that the life of eminent counsel and judges is on the whole more sedentary than that of a prelate or of a baronetted physician to half the peerage. Even the Long Vacation is insufficient, on this view, to break the spell and duly shake up forensic stagnation. A judge, at any rate, must "sit" a good deal. Minos himself, in the shades below, would have been hardly better off than Theseus: *sedet æternumque sedebit infelix* must have been as applicable to one as to the other. There may be something, too, in the fact that the judicial bench and the bar retain the wig which clergy and doctors have cast off. It is certainly the client's interest to alter, if possible, this state of things, and cultivate the growth of a race of legal Nestors. A Chancery counsel, cut off untimely in the thick of a suit, has sometimes bequeathed a heap of vexed questions and knotty points to his successor. We may, however, venture a hint to our own body, the solicitors:—It seems clear, that, somehow or other, learned attainments help to keep a life from dropping; hence, the more deeply read our solicitors become, the better chance they will have of prolonging their days, and running out a lease of ninety-nine years. And here again, as regards the client, the inconvenience of a premature decease is even greater. Every one knows the dead lock which ensues when the man who carries the key to the mysteries of an intricate estate in his head suddenly departs this life, and leaves a dead mass of old law stationery behind him, from which some one else must pick out and put together all which had a familiar and orderly air to him. When a busy solicitor in full practice dies, the clue of many a maze is in an instant gone, only to be retraced by laborious probing and plodding. Of course the thing must happen. We cannot immortalise that useful variety of the human species, the solicitor, however much the client may wish it; but we may induce the latter to prefer those whose law is based on systematic study; for reading men, it seems, live long.

At the same time, the statistics to which reference is here made deal only with the most distinguished ornaments of their respective professions. When we are told that "the mean duration of life attained by them (distinguished physicians) exceeds by four years and a quarter the mean duration of life of bishops and archbishops, and by four years and a half the mean duration of judges and other high legal functionaries," the possibility must not be left out of sight, that, if we included the facts which illustrate the opposite extreme, they might fetch up the mean average of legal longevity. The clerical profession is an apt illustration of our meaning: there the mortality amongst ardent young curates in great towns must perturb considerably a calculation based on the toughness of men rurally beneficed. A similar wear and tear is probable amongst junior practitioners of the medical profession. Hence our estimate of the value of the results hitherto attained is not high; and whenever we encounter, as we probably soon may, statistics showing the average length of wheat straws in Great Britain and her colonies, with columns distinguishing the length cut in straw from the length left in stubble, and comparing with the latter the average length of oat stubble left in Scotland, we shall be disposed to go into the question with equal seriousness.

Chancery Costs.

The subject of the remuneration of solicitors for the performance of their arduous and responsible duties, although of paramount importance to themselves, who have paid a heavy duty to Government, and incurred great expenses in qualifying themselves for the exercise of a profession, under the reasonable expectation, that, by devoting themselves honestly and assiduously to its duties, they would be able to maintain an honourable position in society, is not less so to the public, whose best and dearest interests are, and must be, confided to those very men.

The proposition that the effect of inadequate remuneration for services performed must be to reduce the profession to a class of unscrupulous men, who may be compelled to pay themselves in an indirect way, at the expense of the client, the price of that labour which those upon whom has devolved the duty of giving its value have denied them, is so self-evident, that it is unnecessary to do more than mention it.

The physician, the engineer, the architect, in short, the members of every other profession, are, by law, entitled to fix their own rate of remuneration, and if there be no contract, they can depend upon a jury of their countrymen to give them adequate remuneration for their services, having regard to the skill and ability displayed. The solicitor is precluded from this by reason of the peculiar relation in which he stands towards his client, and of the difficulty which persons not acquainted with the duties he has to perform must necessarily have in estimating the true value of his services. It has resulted, therefore, that, in the case of solicitors, officers acquainted with the practice of the courts are appointed, under the sanction and authority of the courts, to assess the sum to be paid; but if the courts in exercising this authority rely upon officers who have not had any experience in that procedure which has been created since they ceased to practise, and who do not, as formerly, avail themselves of the aid of the practitioners of the day, they lose sight of the first principles of justice; and the consequence is, that the solicitors sustain an immediate injury, by which, ultimately, the public must be the sufferer.

The recent Orders, establishing a new scale of fees, are preceded by a recital, that "of late years various alterations have taken place in the practice and procedure of the Court of Chancery, whereby certain of the fees heretofore allowed to the solicitors of the court have ceased, and others of such fees have become inapplicable to the duties which the solicitors have to perform; and it is desirable that a new and revised list of fees should be made."

They, therefore, purport to proceed to adjust the remuneration of solicitors to the new duties they are called upon to perform; but we shall presently show, not only that this has not been fairly carried out, but that proper means have not been adopted to effectuate it.

Before, however, discussing the details, it is but fair to make it generally known that the alterations and improvements in the practice and procedure of the Court of Chancery, which have been so advantageous for the suitor, and so detrimental to the pecuniary interests of solicitors, were proposed, and have been mainly carried out by the co-operation of the leading solicitors, on the faith that the remuneration of the profession would be fairly adjusted to meet the changes which were to be made.

When all these reforms were contemplated, a letter was addressed by the late Lord Langdale—a judge distinguished for his high sense of justice—to an eminent solicitor, who has taken a very active part in effecting these reforms; and, as it bears strongly upon our subject, we here insert it at length. It is as follows:—

"SIR,—I observe that your attention has been particularly drawn to the mode in which solicitors are remunerated, and, as I entirely agree with the opinions which you have expressed, that the real interests of the solicitor coincide with the interests of his client, and that it is a mischievous system to pay for what is not done by way of compensating for the omission to pay for what is done, I am in hopes that you will not think it too much trouble to communicate to me, for consideration, such observations as have occurred to you as the means which might be adopted in practice for securing to the solicitor a just reward for the services which he has really performed, according to a true statement of them in his bill of costs.

"The subject appears to me to be of very great importance; and I think that an investigation of it, with a view to an improvement of the present practice, cannot now be avoided. If the suggestions for an improved system could emanate from the solicitors themselves, the result would probably be more satisfactory than it can be made by any other means. But, whether anything so desirable can be obtained or not, it seems necessary, under present circumstances, that the subject should be now inquired into, and reconsidered.

"I am very far from thinking that honourable solicitors are, on the whole, overpaid; it is, indeed, highly probable that in many cases they are considerably underpaid; and a taxed bill ought to be consistent with both justice and truth,—with justice to the solicitor as well as the client; and with truth in the statement of the services for which just charges are allowed; and if you can spare the requisite time, and have no personal objection, I should feel obliged if you would, either individually or in concurrence with any other solicitors, communicate to me such information and observations as may appear to you to be material for a full and satisfactory consideration of the subject. I am, Sir, yours faithfully,
14th November, 1840. (Signed) LANGDALE."

His lordship's observations, that a just reward should be secured to the solicitor for the services which he really performs, and that the suggestions should emanate from the solicitors themselves, do not admit of a doubt of his views upon the subject; but it does not appear that those who have settled the new scale of fees entertained the same opinion. It is rather remarkable, however, that the present Master of the Rolls has not signed the Orders.

Let us now consider the position in which the solicitor stood with regard to remuneration for his services before the recent alterations, how those alterations have curtailed that remuneration, and how the recent Orders have adapted new fees to the new circumstances.

The old mode of remuneration was, no doubt, founded upon a vicious principle. The solicitor was paid by the length of proceedings required by the course of practice, but unnecessary for the real interests of the client, and was not paid for matters which occupied his time, and demanded much thought and skill; but by this means upon the whole of the business the solicitor was, or was supposed to be, fairly paid for services actually performed.

When the length of some proceedings was diminished, and others, which were prepared at very little expenditure of labour, were abolished, and either no fees or inadequate fees were allowed for those matters to which the solicitor is obliged to devote much time and care, it followed that he was not fairly remunerated for his services; and what he had a right to expect from the courts was, that he should be restored to his former position, by being paid according to the skill and labour he devotes to the interests of his client.

In saying this we do not, of course, assert that he is to be paid by way of compensation for the loss of profit upon useless proceedings abolished, but simply that he should be paid at the old rate for work actually done.

That such should have been the basis of the new scale of fees, and that such object could have been attained, if the solicitors had been properly consulted upon the subject, or even the chief clerks to the judges, who have had personal experience of the working of the new system, we do not entertain a doubt; but apparently a different conclusion has been come to by the judges who have signed the Orders, notwithstanding all remonstrances made to them upon the subject.

They did, indeed, we are informed, submit the proposed scale to seven solicitors, but coupled with an injunction that they should not communicate with each other, nor show the scale to any other person, who might have been competent to give useful advice or information upon the subject. These seven gentlemen, by leave of the Chancellor, were afterwards permitted to communicate with each other and with other solicitors; and five of them, assisted by three or four other solicitors, sent in suggestions to the commissioners to whom the matter was referred.

All these labours were, however, doomed to be but of little use, for the proposed scale, with a few trifling alterations, was adhered to. The solicitors showed, by a careful analysis of the business of two eminent firms, that 50 per cent. ought to be added in the new scale to the fees formerly allowed, to pay them for work actually done according to the old rate. The recent General Orders fix a higher and a lower scale of fees, according as the matter in litigation does or does not amount to the value of £1000. Now, even upon the higher scale, the addition made to the fees formerly allowed does not amount to more than 12½ per cent., so that, on that scale, solicitors have a less remuneration by 37½ per cent. for their labour than they had under the old system.

(*To be continued.*)

Parliamentary Proceedings.

HOUSE OF LORDS.

Thursday, May 7.

THE QUEEN'S SPEECH.

The only paragraphs of professional interest were:—

"Her Majesty commands us to recommend to your earnest consideration measures which will be proposed to you for the consolidation and improvement of the law.

"Bills will be submitted to you for improving the laws relating to the testamentary and matrimonial jurisdiction now exercised by the Ecclesiastical Courts, and also for checking fraudulent breaches of trust."

PRIVILEGE OF REPORTERS.

Lord CAMPBELL gave notice, that, on Friday next, he should move for a select committee to consider whether the privilege now enjoyed by reports of the proceedings of courts of justice may be safely and properly extended to reports of the proceedings of the two Houses of Parliament, and of any and what other assemblies or public meetings, under any and what conditions or restrictions. And, also, for a select committee to consider and report on the expediency of altering the present mode of administering oaths to witnesses to be examined by committees of the House.

On the motion of Earl GRANVILLE, Lord Redesdale was reappointed Chairman of Committees.

Friday, May 8.

Lord CAMPBELL moved for a committee pursuant to the above notice; which, after a few words from the LORD CHANCELLOR, was agreed to, and nominated.

HOUSE OF COMMONS.

Thursday, May 7.

GOVERNMENT BUSINESS.

Mr. HAYTER gave notice that leave to bring in the following bills would be moved for:—On May 8, to amend the Acts of the 16th & 17th of the present reign, with a view to substitute in certain cases other punishments in lieu of transportation. On May 14, to amend the oaths taken by members of the two Houses of Parliament. On May 15, to make fraudulent breaches of trust criminal. On May 14, for the incorporation of insurance companies and mutual societies.

Sir E. PERRY gave notice that on May 14, he should move for leave to bring in a Bill to amend the law of property as it affects married women and their separate earnings.

THE ADDRESS.

Mr. W. EWART regretted that no allusion was made in the Speech from the Throne to the question of a Ministry of Justice. Reference was made to many law reforms, but he could not see how those reforms were to be accomplished unless they were to have a source or fountain from which they might be derived. The foundation of all law reform was, in his opinion, the establishment of a Ministry of Justice.

Lord PALMERSTON said, that an address was moved and agreed to last session with respect to the establishment of a Department of Justice. We have under our consideration the best means of accomplishing that object, and I trust we shall be able to propose to the House some arrangement which shall effect the purpose contemplated in the address. As to a Reform of the Representation, his Lordship thought it would be inexpedient to enter upon so large a subject during the present short session, but pledged himself next session to bring forward a measure of Parliamentary Reform.

Friday, May 8.

Sir G. GREY brought in his Transportation Bill.

PARLIAMENTARY PRIVATE BUSINESS.

The Committee of Selection and Standing Order Committee were re-appointed, on the motion of Col. Wilson Patten, on Friday, May 8, and a motion to the following effect was made—viz. "That the Committee of Selection have power to appoint the meeting of all Committees on Private Bills, provided seven clear days elapse between second reading and committee, and three clear days' notice be given in the Private Bill office.

Parliamentary Practice on Private Bills.

(*Continued from p.* 428.)

All the requirements of the Standing Orders having been complied with, as regards the preparation and publication of the notices and the plans, sections, and books of reference, and the necessary copies being ready for deposit, the only thing which remains to be done before the 1st of December is to lodge the documents at the various places set forth in the Standing Orders (H. C. 28 to 35 inclusive, and H. L. 182, s. 6).

It may be as well to mention, that, in the case of railway bills, wherever any deposit of plans and sections is required (excepting Admiralty deposits, and the small parochial deposits) a published map, to a scale not less than half an inch to a mile as regards English and Scotch Bills—and not less than a quarter of an inch to a mile as regards Irish Bills—with the line of railway delineated thereon, must, in all cases, accompany the plans and sections. In practice, the usual course is to lay down the line on sheets of the Ordnance map. Taking, for example, a Railway Bill, by which any tidal water would be affected, the deposits would be as follows—viz. one entire copy of all the plans, sections, books of reference, published map, and *Gazette* notice at—1, the Board of Trade; 2, Parliament office (House of Lords); 3, Private Bill office (House of Commons); and a copy of the plans and sections and *Gazette* notice at the Admiralty. These would be the London deposits.

The county deposits would consist of the same documents as those enumerated above for the Parliament office, &c., with the addition, that there must be a duplicate copy of the plans and sections to accompany them; so that for each county deposit there would be prepared two copies of the plans and sections, one book of reference, one published map, and one copy of the *Gazette* notice. The copies of the *Gazette* notice, for deposit, are usually ordered at the time of sending back the last corrected proof of the notice for insertion in the *Gazette*; and the copies are struck off from the same type as that prepared for publication.

These last-named documents, which are usually called the county deposits in distinction from the London deposits, must be deposited with the clerk of the peace for every *county, riding, or division of a county* in England or Ireland—or in the office of the principal sheriff's clerk of every county, district, or division of a county in Scotland—in which any works are proposed to be made, maintained, varied, extended, or enlarged, or in which any lands or houses are situate which are proposed to be taken. Where there is a county of a city included in a county, and there are two clerks of the peace, two sets of deposits are made; for example, in the case of a railway through the city of Exeter, county deposits would be made with the clerk of the peace for the county of Devon, and with the clerk of the peace for the county of the city of Exeter also.

Besides the London and county deposits, a copy of so much of the plan, section, and book of reference as relates to each parish in or through which the work is intended to be made, maintained, varied, extended, or enlarged, or in which any land proposed to be taken is situate, must be deposited with the clerk of each such parish in England (or, in the case of any extra-parochial place, with the clerk of some adjoining parish); with the schoolmaster of each parish in *Scotland*, and if there is no schoolmaster, with the sessions' clerk, and in the case of royal burghs, with the town clerk; and with the clerk of the union within which such parish is situate, in *Ireland*.

A copy of the notice, as published in the *Gazette*, must accompany every deposit of plans and sections, or parts thereof.

The above sketch of the deposits for a Railway Bill will show the most extensive deposit which can in any case be required. The only difference in the number and style of deposits for any second-class Bill other than a Railway Bill, such as the above, is, that no Admiralty deposit will be required (unless the Bill affects any tidal water), and no Board of Trade deposit will be required in any event. As regards first-class Bills, where lands are proposed to be taken compulsorily, the deposits will be—one copy of plan, book of reference, and *Gazette* notice, in the Parliament office and Private Bill office respectively; and duplicate copies of plan, and one book of reference, and *Gazette* notice, with the clerk of the peace, or sheriff's clerk (as the case may be) for every county, or division of a county, in which land will be taken; and the before-mentioned rule laid down for parish deposits in respect of a Railway Bill will apply also to both first and second-class Bills in all cases where land is to be taken and plans deposited.

No fees, except those charged by the Houses of Parliament, are paid in *London* for deposits; but as regards country deposits, fees to the clerks of the peace are always paid, and to the parish clerks also. It is always best to write, a day or two previously, to the parish clerks, and fix the day for depositing documents, as in the rural districts great difficulty may be experienced when there are many parish deposits, unless appointments are made. A receipt must be taken for each deposit, and filed.

All the above deposits must be made on or before the 30th day of *November* previous to the application for the Bill; and if the 30th falls on a Sunday, then on the 29th November. They must not be made before 8 a.m. nor after 8 p.m.

The deposits being made, the next step is the preparation and service of the landowners' notices; but the mode of doing that part of the work has been treated of before.

The Subscription Contract, therefore, will claim our next attention. All second-class Bills require a Subscription Contract to be entered into, subject to two exceptions—viz. 1, when the projected works are proposed to be made out of funds, or on the credit of surplus capital of an existing company or corporate body; and 2, in cases where no private benefit or advantage is sought by the Bill, and the works are proposed to be made out of funds to be raised on the credit of the tolls and duties authorised to be taken by the proposed Act. Both these exceptions will be treated of hereafter.

The main requirements of the Standing Orders (H. C. 56 to 59) as regards new companies are—that the contract in the case of railways should be entered into subsequent to the commencement, and, as regards other Bills, subsequent to the close of the previous Session of Parliament; that it should be signed by subscribers to three-fourths the amount of the estimate of the undertaking made by the engineer; that it should contain the christian and surname, description, and place of abode of each subscriber, and the name of the party witnessing the same, the total amount of subscription, and the sum paid up. Each subscriber must covenant for himself, his heirs, executors, and administrators, for payment of the amount subscribed, to be recoverable by action at law.

The Subscription Contract can easily be made sufficiently large to embrace all the requisites of, and to supersede, a subscribers' agreement. So it will be better to assume that this kind of deed will be adopted. The contract is made between two parties: the subscribers and directors, of the first part; and the trustees, whose names are inserted for the purpose of enforcing the covenants contained in the contract, of the second part. It usually recites the circumstances of the application for a Bill, and contains an ample power to the directors to carry out all the objects therein specified (which must tally with those in the parliamentary notice, unless some of those objects are abandoned), and to do all things necessary for obtaining an Act of Parliament; or to curtail or vary the number of objects; or enter into agreements with third parties; in short, to do any acts which in their discretion may be advantageous to the undertaking. The shareholders must all covenant with the trustees for the payment of their subscriptions.

Where a contract is expected to be numerously signed, a clerk usually attends at the different towns where the subscribers reside, and notice of the day and hour of his attendance is previously given to the parties.

Where an existing railway company proposes to execute works, the contract need only be executed by subscribers to three-fourths of the amount of the additional capital required.

If the work is to be executed wholly or in part by means of funds or money to be raised on the credit of any present surplus revenue belonging to any society or company, or under the control of the directors of any public work who are promoters of the Bill, a properly authenticated declaration, setting forth the whole details, may be substituted for the subscription contract, either in respect of the whole amount of the engineer's estimate, or of such portion of it as is not provided for by the subscription contract, provided that the surplus fund be not less than the whole or such portion of the estimate.

Lastly, in the case of turnpike roads, ferries, or any other works (provided that no private pecuniary advantage is contemplated by the proposed Bill), an estimate of the probable amount of tolls, rates, and duties to be received under the powers of the proposed Act, and a declaration that the works are to be executed out of money to be raised on the credit of such tolls, rates, and revenues, signed by the agent soliciting the Bill, are allowed to be deposited in lieu of a subscription contract.

As regards the contents and details of the estimate, that is a matter solely in the hands of the engineer. The solicitor must be instructed in good time what the total amount will be, so that he may be enabled to advise the directors as to the subscription contract; but, with the exception of the preparation of the form of the estimate, the solicitor has nothing to do with it.

The subject of the next paper will be the preparation of the Bill, and deposits on or before Dec. 31.

(To be continued.)

Court Papers.

Exchequer of Pleas.

Sittings at *Nisi Prius* in Middlesex and London, before the Right Hon

Sir Frederick Pollock, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Easter Term, 1857.

IN MIDDLESEX.

Saturday, May 9th.—Common Juries.
Monday, May 11th.—Customs and Common Juries.
Tuesday, May 12th.—Common Juries.

IN LONDON.

Wednesday, May 13th
Thursday, May 14th } Common Juries.
Friday, May 15th

The Court will sit at 10 o'clock.

Common Pleas.

NEW CASES.—EASTER TERM, 1857.

DEMURRER PAPER.

Smith *v.* The Mayor of Harwich.
The Vestry of St. Pancras *v.* Battenbury.

NEW TRIALS.

Middlesex. Matthews & Another *v.* Feuillan.
" Horlor *v.* Carpenter.

Births, Marriages, and Deaths.

BIRTHS.

POLLOCK—On May 5, at Wimbledon, the wife of George F. Pollock, Esq., of a son.

WILLIS—On May 5, at Bushey, Herts, the wife of James Willis, of Lincoln's-inn, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BRIDGE—BRIDGE—On May 7, at St. Paul's, Hammersmith, by the Rev. C. H. Chevallier, John Bridge, Esq., of the Inner Temple, to Ada Louisa, eldest daughter of George Bridge, Esq., Wood-house, Shepherd's-bush.

PALMER—ATKINSON—On April 30, at Ingatestone Church, Essex, by the Rev. St. John Shirreff, rector of Woodham Ferrers, Essex, assisted by the Rev. W. G. F. Jenkyns, rector of Ingatestone, the Rev. Felix Palmer, curate of Loughton, Essex, to Frances Tindal, second daughter of Henry Tindal Atkinson, Esq., of Huskards, Ingatestone, of the Middle Temple, barrister-at-law.

SALMON—FENNELL—On May 6, at St. Mary Magdalene, Munster-square, by the Rev. Edward Stuart, Henry Curwen Salmon, Esq., of Gray's-inn, to Ellen, youngest daughter of the late Rev. John Fennell, incumbent of Cross-stone, Todmorden, Yorkshire.

DEATHS.

BELL—On May 6, at Bourne, Lincolnshire, William David Bell, Esq., solicitor, in the 60th year of his age.

HILL—On May 5, Henry Hill, Esq., barrister-at-law, and formerly of the Compensation-office, eldest surviving son of the late Daniel Hill, Esq., of the Island of Antigua.

JAQUES—On April 29, Mr. John Jaques, jun., of 8 Ely-place, Holborn, solicitor, aged 38.

SMITH—On May 2, at Croydon, William Smith, for many years of Streatham Paragon, Surrey, and Angel-court, Throgmorton-street, City, solicitor.

TOMKIN—On April 29, at Boulogne, Georgiana Maria, wife of John Royce Tomkin, Esq., barrister-at-law, and daughter of the late John Macdonald, Esq., of Grenada.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARKER, Capt. ROBERT, 20th Regt. of Foot, £51 : 0 : 5 New 3 per Cents.—Claimed by ANN BARKER, spinster, & SUSAN OTTO, widow, administratrixes.

BRODERIP, FRANCIS, of Lincoln's-inn, Esq., & RICHARD BARRY, Rathreagh, Ireland, Esq., £195 : 4 : 4 Reduced.—Claimed by FRANCIS BRODERIP, the survivor.

CAZENOVE, JAMES, jun., Broad-st,, merchant, JOHN FRANCIS MENET, deceased, Stock-exchange, Gent., & JOHN MENET, late a minor, now of age, £61 : 15 : 2 Consols.—Claimed by JAMES CAZENOVE, jun., & JOHN MENET, the survivors.

CLARKE, WILLIAM, Duke-st., Westminster, Gent., deceased, £98 : 14 : 5 New 3 per Cents.—Claimed by WILLIAM FITZPATRICK, administrator.

COTTERELL, JOHN GEERS, Garnons, Hereford, Esq., £26 : 17 : 8 Reduced.—Claimed by WILLIAM LEIGH & Rev. JAMES JOHNSON CLERK, surviving executors.

FIELD, JOHN, Stock-exchange, Gent., JOHN HEMMING, Edwards-st., Portman-sq., Gent., & ARTHUR GEORGE SMITH, Carey-st., Lincoln's-inn-fields, Gent., £77 : 5 : 5 New 3 per Cents.—Claimed by ARTHUR GEORGE SMITH, the survivor.

GORDON, GEORGE, jun., Turnham-green, gardener, £331 : 19 : 9 New 3 per Cents.—Claimed by GEORGE GORDON, formerly jun.

HOSKINS, Rev. HENRY JAMES, Tubney Warren, Berks, JOHN HENRY PARKER, University of Oxford, Gent., & JOHN DELANEY, Mark-la., All-hallows Steyning, merchant, £250 Reduced.—Claimed by Rev. HENRY JAMES HOSKINS, JOHN HENRY PARKER, & JOHN DELANEY.

MARSH, ARTHUR CUTHBERT, King's-rd., Bedford-row, Esq., £34 : 13 : 2 Consols.—Claimed by ANN MARSH, widow, sole executrix.

MOYSEY, ELIZABETH SUSANNA, wife of Rev. Dr. CHARLES ABEL MOYSEY, Archdeacon of Bath, £305 : 19 : 9 New 3 per Cents.—Claimed by Rev. CHARLES ABEL MOYSEY, administrator.

TUBB, WILLIAM, Sulhamstead, Berks, Yeoman, deceased, & RICHARD GROSE BURFOOT, Stamford-st., Surrey, Gent., £519 : 14 : 7 Consols.—Claimed by WILLIAM WOOD FENNING & RICHARD ROBERT FENNING, administrators of RICHARD GROSE BURFOOT, the survivor.

VAUX, EMILY, Kennington-pl., Lambeth, widow, £100 New 3 per Cents.—Claimed by EMILY VAUX.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

BENNETT, WILLIAM (who died in May, 1855), Esq., formerly of Holborn-hill, London, late of Newport, Salop.—Heir or coheirs to come in and prove their claims on or before June 2, at Master of the Rolls' Chambers.

BENNETT, Capt. WILLIAM; DICKSON, Capt. JOSEPH; JENKINS, Capt. CHARLES R.; MERRITT, Capt. JAMES YOUNG; MONTGOMERY, Major HUGH; MOORE, Capt. THOMAS PALMER; who all died abroad.—Next of kin to apply to P. Mouillard & Co., 9 Bell-yd., City.

NEAL, THOMAS ROBERT (who died in August 1848), Farmer, Hibaldstowe, Lincolnshire.—The heirs or heirs at law, or heir or heirs according to the custom of the Manor of Barrow, Lincolnshire, to come in and make out his or their descent, on or before June 5, at V. C. Stuart's Chambers.

THATCHER, SACKVILLE ZACCHIAS (who died on June 16, 1848), Capt. 97th Regt. of Foot, late of River du Rempart, in the Island of Mauritius.—Next of kin to apply, either personally or by letter, to Henry Revell Reynolds, Esq., Solicitor of Her Majesty's Treasury, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

The Stock Exchange was disturbed yesterday by an announcement that the Bank directors would discontinue advances on the security of stock. In other respects the money market has all the week presented a more favourable aspect than for several weeks past. The supply of money has been more free, and the heavy payments falling due have been well met. The English Funds closed this afternoon with an advance of 1 per cent. in the course of the week, the last price of Consols for money being quoted 93⅜ to ½ per cent. Foreign Securities have advanced in proportion. Turkish 6 per cents. have recovered their late depression.

From the Bank of England return for the week ending the 2nd May, 1857, which we give below, it appears that the amount of notes in circulation is £19,776,230, being a decrease of £12,425, and the stock of bullion in both departments is £9,558,827, showing an increase of £3,592 when compared with the previous return. Gold continues in demand both in Paris and Hamburg, but the rate of discount at Hamburg has receded, and the exchanges on the continent generally are reported rather more favourable to England. A large supply of gold by the Anglesea has been delivered, and a larger supply is believed to be near. Its arrival will revive the expectation of permanent ease in money; but as previous large arrivals have been absorbed without material abatement in demand, it would be over confident to rely upon any very favourable change till it becomes apparent that the demand which has so long been felt inconvenient, is satisfied or greatly diminished.

The late severe weather has given rise to great apprehension for the safety of the next silk crop. The failure of last season inflicted heavy loss on the cultivators, and greatly increased the price. The present cold weather has produced a further advance. Accounts received from the southern countries of Europe, and from the Levant, are not unfavourable; but if cold weather should continue to check vegetation, further severe loss will be sustained, and the price will again advance.

At a meeting held at Paris on the 28th of April, of the shareholders of the Credit Mobilier of France, the President made a report, which shows results of extraordinary magnitude. It states that the Credit Mobilier subscribed £10,000,000 to the last Government loan. It gave accommodation on railway securities, on one occasion, to the extent of £1,160,000, the average being £600,000 for every fortnight. The report then touches on the financial situation of the company. The tota lprofits of the year are stated to have been £609,999, which gives a dividend of 23 per cent., to be paid in July next.

The President, M. Pereire, seems to be one of the most active and influential opponents of the proposed plan for doubling the capital of the Bank of France. This plan meets with opposition from several capitalists of great influence. The Emperor has convened and presided over a Council of State, which has met on two successive days and had an animated discussion, with much difference of opinion. Great success, and a remarkable increase in the amount of business, has attended the operations of the Bank of France since the establishment of the Imperial Government. In the year 1852, the amount of business was represented by advances to the extent of £95,800,000. In 1853, the advances rose to £155,500,000. In 1855, they were £188,120,000. In 1856, the advances increased to the sum of £223,105,576, and the profits are said to have increased in a still larger proportion. This satisfactory progress, on the foundation of its present capital, and the remarkable development of recent prosperity, makes the question of the important change now proposed of the greatest interest to the shareholders, to the Government, and to the capitalists of France.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	214	212 13	211 13	213	213 12	212½
3 per Cent. Red. Ann.	91⅛ ⅜ ½	91⅛ ⅜ ⅞	92⅛ ¼	92⅛ 2	92⅛ 1⅞	92⅛
3 per Cent. Cons. Ann.	92⅝ ⅞ ⅞	92⅝ 3⅛	93⅛ ⅜	93⅛ ⅜ ¼	93⅛ ¼	93⅛
New 3 per Cent. Ann.	91⅝ ⅝ ⅝	91⅝ 2	92⅛ ¼ ¼	92⅛ ¼ ¼	92⅜ ⅜	92⅜
New 2½ per Cent. Ann.	78	77½	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 7-16	2 7-16	2 7-16	2⅛
Do. 30 years (exp. Oct. 10, 1859	...	2 3-16	2⅛	2 3-16	2⅛	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	2⅛
Do. do. 1800	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	18	...	...	...	17 15-16	18
India Stock	...	220	...	220	221	...
India Bonds (£1,000)	...	...	...	4s. dis.	...	5s. dis.
Do. (under £1,000)	9s. dis.	10s. dis.	...	4s. dis.	3s. dis.	4s. dis.
Exch. Bills (£1,000) Mar.	2s. pm.	2s. dis.	...	2s. dis.	2s. pm.	3s. pm.
June	2s. dis.	2s. dis.	2s. dis.	1s. dis.	4s. dis.	par
Exch. Bills (£500) Mar	2s. dis.	...	2s. pm.	3s. pm.	...	3s. pm.
June	1s. dis.	...	5s. dis.	1s. dis.	...	...
Exch. Bills (Small) Mar.	2s. pm.	...	1s. dis.	3s. pm.	3s. pm.	3s. pm.
June	1s. dis.	...	par	1s. dis.	1s. pm.	1s. pm.
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	98⅝
Exch. Bonds, 1859, 3½ per Cent.	...	98½ ¼	...	98½	98½	98⅝

Insurance Companies.

May 5.

Equity and Law	5⅞
English and Scottish Law	4½
Law Fire	3½
Law Life	62 x d
Legal and General Life	5
London and Provincial	1
Medical Invalid and General	3½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	90	...	89 90	...
Caledonian	69¼ ½	69½ ¼ ⅜	70 69⅜	...	69¼	71
Chester and Holyhead	...	...	35	...	...	...
East Anglian	18½ ¼	18½	18	18½	...	...
Eastern Union A stock	...	...	55	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	56	57
Edin., Perth. & Dundee	32	32½	32½ ⅜ 3	...	32⅜ ⅞	32½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	97½	97⅜ ½	97½	...	...
Gt. South & West. (Ire.)	...	101⅜	...	102	...	102½
Great Western	66⅜	66½ ⅜	67⅜ ½	67¼ 7	67⅜ 6⅜	67⅜
Lancashire & Yorkshire	101½ 1	101½ ⅜	102⅜ 2	102½ 2	102½ 1⅜	102
Lon., Brighton, & S. Coast	110½	110½ ⅜	110½ 11	110⅜ 11	110⅜ ⅜	110½
London & North Western	105¼ 4⅜	105½	105⅞ ⅞	105⅞ ½	105⅞ ⅜	105½
London and S. Western	100⅜	101	101½ 1	101½	131½ 1	100½
Man., Shef., and Lincoln	39½ ½ ⅜	39⅜ ½ ⅜	40½ ½	40½	40¼ 40	41
Midland	82¼ 2	82½ ⅜	83½ 2⅜	83½ 2⅜	83⅜ ⅜	83
Norfolk	...	...	61½ 1	...	61½ 2½	...
North British	42½	43 2½	44 3½	43¼ ¼ 4	43½	43½
North Eastern (Berwick)	85⅜ ½	86¼ ½	86⅜ ⅜	87	87⅜	87½
North London	...	...	...	...	97	...
Oxford, Worc. & Wolv.	...	30	30½ ⅜	30½ 1	...	31½
Scottish Central	...	...	108 7	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	26	26
Shropshire Union	...	...	...	...	...	...
South-Eastern	75 4½	74⅜	75½ ⅞	75⅝ ⅜ ½	75	...
South-Wales	...	87 6⅜	86½	87	...	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 2ND DAY OF MAY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,329,595	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,854,595
		Silver Bullion	...
	£23,329,595		£23,329,595

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,300,223
Rest	3,278,869	Other Securities	18,410,823
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,890,160	Notes	3,553,365
		Gold and Silver Coin	704,232
Other Deposits	9,491,244		
Seven day & other Bills	755,370		
	£33,968,643		£33,968,643

Dated the 7th day of May, 1857.

M. Marshall, Chief Cashier.

London Gazettes.

Bankrupts.

Tuesday, *May* 5, 1857.

BATESON, Henry, Apothecary, 2 Hadden-pl., Waterloo-rd. May 12 and June 13, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Miller, 1 Copthall-ct. *Pet.* May 1.

BROOKES, Ebenezer, Spring Knife Manufacturer, Sheffield. May 16 and June 27, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield. *Pet.* May 2.

FIGG, John, Boot and Shoe Maker, Downing-st., Farnham, Surrey. May 15, at 2, and June 18, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Hancock & Sharp, 20 Tokenhouse-yd. *Pet.* May 5.

GILLETT, George, Cabinetmaker, Preston, Lancashire. May 19 and June 16, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Etty, Liverpool. *Pet.* April 23.

GRAVIL, Kitchingman, Grocer, Halifax, Yorkshire. May 25 and June 15, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Holroyd, Son, & Cronhelm, Halifax; or Bond & Barwick, Leeds. *Pet.* April 28.

HARRISON, Thomas, Coal and Timber Merchant, Harrietsham and Maidstone. *Pet.* April 7 (not 9, as advertised in *Gazette* of April 28).

JONES, William William, Shipbuilder, Portmadoc, Carnarvon. May 22 and June 11, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Evans & Son, Commerce-ct., Liverpool. *Pet.* April 28.

LAURIE, William Swinton, Merchant, now of Liverpool; formerly in copartnership with Thomas M'Leod, Clark, at Liverpool, under style of Laurie, Clark, & Co.; also at New York, U.S., as Clark & Laurie; also at Albany, U.S., as M'Leod, Clark & Co. May 18 and June 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Evans & Son Liverpool. *Pet.* April 27.

MEYRICK, David, Bootmaker, Bute-st., Cardiff, Glamorganshire. May 18 and June 15, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Salmon & Dickinson, Nicholas-st., Bristol. *Pet.* April 28.

OAKLEY, Lucy, Draper, Walsall, Staffordshire. May 15 and June 5, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Suckling, Birmingham. *Pet.* April 30.

PENNY, William, Brewer, Newport, Monmouthshire. May 18 and June 15, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Cathcart, Newport; or Bevan & Girling, Bristol. *Pet.* May 2.

STOKER, Anderson (and not Anderson Stokoe, as advertised in *Gazette* of April 17), Grocer, Findon-hill, Durham.

THEED, Thomas Frederick, Surgeon, 1 Winchester-st., Waterlootown, Middlesex. May 12, at 11.30, and June 9, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jukes, 17 Bridgwater-sq., Barbican. *Pet.* April 30.

WALLWORK, James, Cotton Spinner, Chorley, Lancashire. May 21, and June 11, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Hulton & Brett, New Bailey-st., Salford. *Pet.* April 30.

WARD, Thomas, Stock Manufacturer, 4 Bow Churchyard. May 20, at 11, and June 22, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Baylis, 22 Red Cross-st. *Pet.* May 2.

WITHERS, William Sheldon, Miller, Mansfield, Nottinghamshire. May 19 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Parson & Son, Mansfield; or Bowley & Ashwell, Nottingham. *Pet.* May 1.

Friday, *May* 8, 1857.

BRADLEY, Thomas, Apothecary, Kidderminster. May 22 and June 12, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Boycott, Kidderminster; or Finlay Knight, Birmingham. *Pet.* May 6.

BROWN, George, Clothier, London House, High-st., Dartford, Kent. May 23, at 11, and June 19, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chidley, 10 Basinghall-st. *Pet.* May 7.

CAMERON, William Ogilvie, Export Oilman, 9 Camomile-st. May 19, at 2, and June 23, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Buchanan, 13 Basinghall-st; or Chidley, 10 Basinghall-st. *Pet.* May 6.

CATT, James, Hop Merchant, 69 High-st., Southwark, and of Loampit-hill, Lewisham, and 2 South-st., Greenwich. May 19, at 2, and June 16, at 1; Basinghall-st. *Com.* Holroyd, *Off. Ass.* Lee. *Sols.* Piercey & Hawks, 2 Three Crown-sq., Southwark. *Pet.* May 7.

DAVIES, Thomas, Contractor, Neath, Glamorganshire. May 19 and June 16, at 11. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* May 4.

EBSWORTH, Thomas Riley, Ale and Beer Merchant, 66 Wapping-wall, and 2 Forest-vil., Forest-hill, Sydenham. May 22, at 12.30, and June 19, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Wellbore, 17 Duke-st., London-bridge. *Pet.* May 5.

NORTON, Robert James, Ladies' Outfitter, 41 & 42 Fleet-st. May 19, at 1.30, and June 16, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Cattlin, Ely-pl., Holborn. *Pet.* May 1.

STEPHENS, William, Cattle and Sheep Salesman, Gloucester. May 25 and June 16, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Wilkes, Gloucester. *Pet.* May 5.

STUTELY, Thomas, Stonemason, Sheerness. May 25, at 1, and June 29, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Selby, 15 Coleman-st. *Pet.* May 7.

SUMMERS, James, Wholesale Jeweller, 38 Hatton-garden. May 20, at 2, and June 16, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* May 7.

SWIFT, James, Statuary Mason, Milton-rd., Gravesend. May 19, at 11, and June 18, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Buchanan, Basinghall-st. *Pet.* May 7.

WHEELER, Henry, Painter, Derby. May 26 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Middle-pavement, Nottingham; or Foottit, Derby. *Pet.* May 6.

BANKRUPTCY ANNULLED.

Tuesday, *May* 5, 1857.

DANFORD, Samuel, Money Scrivener, Battersea-fields, and George-yd., Lombard-st. April 29.

MEETINGS.

Tuesday, *May* 5, 1857.

BAKER, Samuel, Ironfounder, Birmingham. May 29, at 11.30; Birmingham. *Com.* Balguy. *Div.*

BOURNE, JOHN, & THOMAS ROWSON, Silk Manufacturers, Macclesfield, Cheshire. May 28, at 12; Manchester. *Com.* Skirrow. *Div.* sep. ests. And on May 29, at 12, *Div.* joint est.

BUCK, PETER PETCH, Cattle Dealer, Jervaux Abbey, Yorkshire. June 9, at 11; Leeds. *Com.* Ayrton. *Div.*

CHAPMAN, JAMES, Licensed Victualler, Balsall Heath, Kingswinsford, Worcestershire (now a Prisoner in the Gaol of Warwick). May 27, at 10; Birmingham. *Com.* Balguy. *Div.*

CLOUGH, NATHAN, Painter, Bradford, Yorkshire. June 9, at 11; Leeds. *Com.* Ayrton. *Div.*

COLLISON, HENRY WILLIAM, jun., Provision Merchant, Bath. May 28, at 11; Bristol. *Com.* Hill. *Div.*

DAVISON, JOHN, Anchor and Chain Maker, Kingston-upon-Hull. June 10, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

DERHAM, THOMAS PLUMLEY, & WILLIAM BENNETT, Cabinet-makers, Bristol. May 28, at 11; Bristol. *Com.* Hill. *First and final div.* sep. est. W. Bennett.

GRIFFITH, RICHARD, Draper, late of Pwllheli, now of Penychain, Abereirch, Carnarvon. May 28, at 11; Liverpool. *Com.* Stevenson. *Div.*

HALL, JOHN PARKER, jun., Drysalter and Ship Owner, Liverpool. May 26, at 11; Liverpool. *Com.* Perry. *Div.*

HORNBY, BENJAMIN, Hotel-keeper, Hoylake, Cheshire. May 26, at 11; Liverpool. *Com.* Perry. *Div.*

NASH, EDWARD RICHARD, Wine Merchant, 25 College-hill. May 19, at 11.30; Basinghall-st. *Com.* Evans. *Last Ex.*

PHILLIPS, SAMUEL SMITH, Provision and Bonded Store Merchant, Cardiff, Glamorganshire. May 28, at 11; Bristol. *Com.* Hill. *Final div.*

RILEY, WHITAKER, Calico Printer, Manchester. May 26, at 12; Manchester. *Com.* Jemmett. *Div.*

TAGG, JOHN JAMES, Innkeeper, Bear Hotel, Reading, Berkshire May 18, at 2; Basinghall-st. *Com.* Goulburn. *Last Ex.*

TOMLINSON, JAMES, Timber Merchant, Nottingham. June 9, at 10.30; Nottingham. *Com.* Balguy. *Div.*

WAITHMAN, WILLIAM, Flax Merchant, Yealand Conyers and Manchester; Higher Bentham and Lower Bentham, W. R. Yorkshire; and Holme Mills, Milnthorpe, Gate Beck, Westmoreland. June 12, at 12; Manchester. *Com.* Skirrow. *Further div.*

WRIGGLESWORTH, JOHN, Linendraper, Halifax, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.*

FRIDAY, *May* 8, 1857.

BUCKLAND, WILLIAM, Corn Merchant, Ealing, Middlesex. May 29, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

BURNELL, THOMAS, & WILLIAM SHELFORD FITZWILLIAM, Merchants, 6 King William-st, City. June 2, at 11; Basinghall-st. *Com.* Evans. *Div.*

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Holehouse Mills, Chisworth, near Glossop, Derbyshire. May 29, at 1; Manchester. *Com.* Skirrow. *Div.* joint est.; also of joint est. of Joseph Cooper, jun., & Joe Cooper; and sep. est. of Joseph Cooper, jun

DUTTON, RICHARD, Wool Broker, 4 Sambrook-ct., Basinghall-st. June 2, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

FRANGHIADI, GEORGE CONSTANTIN (C. Franghiadi, Sons), Merchant, Gresham House, Old Broad-st. June 1, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

HADFIELD, WILLIAM (William Hadfield & Co.), Merchants and Commission Agents, late of Constantinople, now of Cockspur-st. May 19, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 8) *Last Ex.*

HILL, ROBERT HENRY, GEORGE ROBERT HUDSON, & FREDERICK HUDSON (Hill, Hudson, Brothers & Co.), Importers, 120 London Wall. June 4, at 11; Basinghall-st. *Com.* Evans. *Div.*

LANGFORD, ALFRED, Brewer, Lewes, Sussex. June 2, at 12; Basinghall-st. *Com.* Evans. *Div.*

NICHOLS, HILLYARD, Corn Merchant, Bedford. May 29, at 12; Basinghall-st. *Com.* Fane. *Div.*

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. May 19, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 17) *Last Ex.*

REEVES, WILLIAM AUGUSTIN, Baker, Wallingford, Berkshire. June 2, at 11; Basinghall-st. *Com.* Evans. *Div.*

RUSSELL, THOMAS, M.A., Schoolmaster, late of Osney House, Oxford, now of 17 Peter's-hill, Doctors' Commons. May 19, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 21) *Last Ex.*

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey. May 29, at 2 (and not May 23, at 11.30, as advertised in *Gazette* of May 1); Basinghall-st. *Com.* Fane. *Final Div.*

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAKIN BATES, Bankers, 217 Strand; also as Navy Agents, at 41 Norfolk-st., Strand (Halford & Co.). June 2, at 12; Basinghall-st. *Com.* Evans. *Fur. Div.* joint est.; also of sep. ests. of W. Strahan, Sir J. D. Paul, and R. M. Bates.

TAYLOR, ROBERT, Draper, Sunderland. May 19, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 24) *Last Ex.*

TRIPP, JAMES STEVENS, Dealer in Mining and other Shares, Lombard-st.-chambers, Clements-la. May 20, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 6) *Last Ex.*

WILSON, WILLIAM, & HENRY WILSON, Bookbinders, 19 Foley-pl., Portland-pl. May 29, at 11; Basinghall-st. *Com.* Fane. *Div.* joint est.

WOOD, WILLIAM, Commission Agent, 149 Aldersgate-st. May 29, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *May* 5, 1857.

HARRIS, HENRY BINNELL, Draper, Shrewsbury. Div. 5*s.* 6*d.* to creditors who have proved their debts since the last Dividend. *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

M'PHERSON, WILLIAM CAROLINE, Oil and Colourman, Hatton-wall. First, 2½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

SCHWARTZ, MORRIS, Clothier, Haydon-sq., Minories. First, 3*s.* 5½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

SMITH, EDWARD, Baker, Isleworth. First, 4*s.* 6*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; May 6, and three subsequent Wednesdays, 11 & 2.

TRAVIS, JOHN, & THOMAS DURDEN KERSHAW, Cotton Spinners, Shaw, Prestwich-cum-Oldham, Lancashire. First, 10*s.* *Fraser*, 45 George-st., Manchester; May 19, or any subsequent Tuesday, 11 & 1.

WOOLDRIDGE, SARAH, Butcher, High-st., Winchester. First, 10*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SANFORD WOOLLETT, Ship and Insurance Brokers, 1 Lime-st.-sq. First, 1*s.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; May 6, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *May* 8, 1857.

ALLOTT, JOHN, Banker, New Miller Dam. Third, 1½*d.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

HODGE, JOHN SCAIFE, Miller, Pocklington. First, 1*s.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

JOHNSON, WALTER ROBERT, Merchant, Adelaide-chambers, & EDMUND GWYER, jun., Insurance Broker, 52 Gracechurch-st. First, 4*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

PETO, JOHN, & JOHN BRYAN (Bryan, Price & Co.), Army Contractors, 8 & 9 Dacre-st., Westminster; Liverpool; and Willow-walk, Bermondsey. First, 3*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

POTTER, WILLIAM, Grocer, Ellerburn. First, 6*s.* 8*d.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

ROYAL BRITISH BANK. Second, 2*s.* 6*d.* *Lee*, 20 Aldermanbury; on Wednesday next and three subsequent Wednesdays, 11 & 2.

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. First, 12*s.* 6*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 5, 1857.

CHATTERTON, JAMES, & MOSES CHATTERTON, Millers, Horncastle, Lincolnshire. June 10, at 12; Kingston-upon-Hull.

CREASY, LIONEL, & JOHN JACKSON CREASY, Butchers, Turnham Green. May 27, at 1; Basinghall-st.

DONALD, JAMES, & JOHN LOCKHART DONALD, Watchmakers, Newcastle-upon-Tyne. May 28, at 1; Newcastle-upon-Tyne, to John Lockhart Donald.

DYER, HENRY, Cabinetmaker, 9 Castle Mill-st., Bristol. May 26, at 11; Bristol.

JAMES, CHARLES, Victualler, Loughborough, Leicestershire. May 26, at 10.30; Nottingham.

KENNARD, JOHN, Ironmonger, 32 Little Queen-st., Holborn. May 26, at 11.30; Basinghall-st.

MEDWIN, THOMAS CHARLES, & CRESSWELL HALL, Engineers, 92 Blackfriars-rd. May 27, at 12; Basinghall-st., on application of each bankrupt.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. May 27, at 2; Basinghall-st.

NEVINS, ALEXANDER ALCOCK, Merchant, Liverpool. May 26, at 11; Liverpool.

SMITH, JAMES, Marine Store Dealer, Walsall, Staffordshire. May 28, at 10; Birmingham.

SMITH, SAMUEL, Iron Merchant, Derby. May 26, at 10.30; Nottingham.

SMITH, THOMAS, Licensed Victualler, Nottingham. May 26, at 10.30; Nottingham.

TAYLOR, JAMES, Cotton Spinner, Bottoms Hall Mill, Tottington Lower End, Lancashire. May 29, at 12; Manchester.

TIMMIS, JOHN, Timber Merchant, Lilleshall, Salop. May 28, at 10.30; Birmingham.

FRIDAY, *May* 8, 1857.

ADAMS, SAMUEL (Adams & Co), Banker, Ware, Hertfordshire. May 29, at 1.30; Rasinghall-st.

EVES, WILLIAM DICKENS, Victualler, of the Wellington, Seven Sisters'-road, Holloway, and of the Cock Tavern, Old-street, St. Luke's. June 2, at 11; Basinghall-st.

HORNBY, BENJAMIN, Hotel Keeper, Hoylake, Cheshire. June 1, at 12; Liverpool.

TRASEL, OSBORN ENGALL, Timber Merchant, Norwich. May 30, at 12; Basinghall-st.

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. May 29, at 11; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 5, 1857.

BAKER, WILLIAM, Clock-maker, 38 & 39 Birchall-st., Birmingham. April 30, 2nd class.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. April 28, 1st class.

BYERS, MICHAEL, & THOMAS BYERS, Shipbuilders, Monkwearmouth Shore, Sunderland. April 29, 3rd class; to be suspended until April 29, 1859.

CORNELL, THOMAS, Carver and Gilder, 63 King-st., Regent-st.; and of Roydon, Essex, Farmer. May 1, 2nd class.

DAVIS, CHARLES HENRY, Builder, New Cross-road, Deptford. April 29, 2nd class.

DAVISON, JOHN, Anchor and Chain Maker, Kingston-upon-Hull. April 29, 3rd class; to be suspended for three calendar months from April 29.

DICKINSON, JOSEPH, Lodging-house-keeper, Harrowgate, Yorkshire. April 28, 3rd class.

GARNETT, HENRY, Stationer, 34 & 35 Strond-st., Dover. April 30, 2nd class.

HAWKEY, WILLIAM EDWARD, Tailor, 4 Sykes-ter., Mile-end-rd. April 30, 2nd class.

HENDERSON, GEORGE, Apothecary, 7 Stanhope-ter., Regent's-pk. April 30, 1st class.

INGERSENT, GEORGE, Licensed Victualler and Builder, Mall Tavern, Mall, Notting Hill. May 1, 3rd class.

KING, ALBERT, Wholesale Grocer, 32 Chiswell-st., Finsbury. May 1, 3rd class; having been suspended twelve mos. from April 11, 1856.

PORTER, SAMUEL, Livery-stable-keeper, 55 High-st., Marylebone. April 28, 2nd class.

SCHERMAN, ADOLPHUS, General Merchant, 8 George-st., Minories, and 6 New Broad-st. April 30, 1st class.

SKINNER, THOMAS, Electro Plater, Sheffield. 3rd class; to be suspended three calendar months from April 25.

TRUSCOTT, JAMES, Commission Agent, 10 Austin Friars. April 29, 3rd class.

TYLER, WILLIAM, Miller, King's Bromley, Staffordshire. April 30, 2nd class.

FRIDAY, *May* 8, 1857.

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. May 4, 3rd class; to be suspended for six months from November 15, 1856.

LADD, JOHN, Contractor, Liverpool. May 2, 2nd class.

SANKEY, JOSEPH, Wheelwright, Salford, Lancashire. April 29, 1st class.

SELVE, FRANCIS, Watchmaker, Sheerness. May 4, 3rd class.

WHITAKER, JOHN, Cotton Manufacturer, Bridge End, near Newchurch, Rossendale, Lancashire. April 29, 3rd class; after a suspension of three months.

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. May 5, 1st class.

Professional Partnership Dissolved.

TUESDAY, *May* 5, 1857.

WATTS, PHILIP HENRY, & EZEKIEL CHARLES THOMAS JOHNSON PETGRAVE, Attorneys-at-Law and Solicitors, Bath. By mutual consent. Debts received and paid by E. C. T. J. Petgrave. May 1.

Assignments for Benefit of Creditors.

TUESDAY, *May* 5, 1857.

AINSCOW, JOHN, & JOHN TOMLISON, Machine-makers, Preston, Lancashire. April 20. *Sol.* Catterall, jun., Camden-pl., Preston.

FARROW, THOMAS, Builder, Diss, Norfolk, and Bury St. Edmunds, Suffolk. April 24. *Trustees*, J. Farrow, Timber Merchant, Bungay, Suffolk; W. W. Elliott, Land Agent, Thelton, Norfolk. *Sol.* Muskett, Diss.

FOSTER, JAMES, Chemist and Druggist, Carlisle. April 29. *Trustees*, J. Black, Clothier, Carlisle; J. Kirkbride, Joiner and Cabinet-maker, Carlisle. *Sol.* Moore, Carlisle.

GREENWOOD, WILLIAM, Mercer and Draper, Abergavenny, Monmouthshire. April 23. *Trustees*, W. C. Bird, Merchant, Manchester; J. Chadwick, Merchant, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

HAIGHTON, JAMES, Baker, Russell-sq., Brighton. April 22. *Trustee*, G. Sharp, Miller, Horsham. *Sol.* Kennett, 22 Ship-st., Brighton.

HAYMAN, HENRY SPENCER, Draper, Old Town, Clapham. April 24. *Trustees*, H. Hooton, Warehouseman, Bread-st., Cheapside; H. W. Castle, Warehouseman, Love-lane. *Sols.* Reed, Langford, & Marsden, 59 Friday-st.

HICKS, JAMES, Builder, Lostwithiel, Cornwall. April 30. *Trustee*, J. Drew, St. Austell, Cornwall. *Sols.* Coode, Sons, & Shilson, St. Austell.

HUNT, JABEZ, Grocer, Cardiff, Glamorganshire. April 9. *Trustees*, W. E. Pincott, Provision Merchant, Cardiff; G. West, Gent., St. Alban's, Herts. *Sol.* Haviland, 73 St. Mary-st., Cardiff.

KROEHL, WILLIAM JOHN, Merchant, 34 Gt. St. Helen's, now of Bruce-grove, Tottenham. April 24. *Trustee*, F. T. Borrett, Merchant, 2 Philpot-la. *Sols.* Crosley & Burn, 34 Lombard-st.

OLIPHANT, HENRY WILLIAM, Gent., Hill House, Eaton, Norwich. *Trustee*, T. Sherrard, Tailor, 36 Hart-st., Bloomsbury. *Sol.* Reece, Grecian-chambers, Devereux-ct., Temple.

STIBLING, WILLIAM, Cabinet-maker, Barnstaple, Devonshire. April 16. *Trustees*, P. Widlake, Draper, Barnstaple; W. Hunter, Timber Merchant, 30 Moorgate-st. *Sols.* Bremridge, Toller, & Savile, Barnstaple.

WRIGHT, GEORGE, Draper, Downham Market, Norfolk. April 27. *Trustee*, W. Sewell, Draper, Downham Market. *Sols.* Reed, Downham Market.

FRIDAY, *May* 8, 1857.

BRIDGES, JOHN, Farmer, Westwood, Tuxford, Nottinghamshire. May 4. *Trustees*, G. Andrews, Cake and Seed Merchant, Tuxford; E. Manuell, Maltster, Tuxford; C. Lambley, Farmer, Nottinghamshire. *Sol.* Haywood, Derby.

BUTTON, WILLIAM, & THOMAS BUTTON (Button & Son), Joiners and Builders, Gainsborough. April 25. *Trustees*, J. Fidell, Raft Merchant, Gainsborough; M. Parker, Draper, Gainsborough; A. Wilcoxon, Plate Glass Manufacturer, Monument-yard, London. *Sol.* Plaskitt, Gainsborough.

DANCE, JOHN, Grocer and Bacon Factor, Fairford, Gloucestershire. April 13. *Trustees*, W. Garne, jun., Yeoman, Bibury, Gloucestershire; A. Iles, Yeoman, Fairford. *Sols.* Sewell, Newmarch, & Francis, Cirencester.

DANCE, JOHN, & HENRY WADE, Grocers & Druggists, Fairford, Gloucestershire. April 27. *Trustees*, F. D. Hartland, Banker, Cirencester; E. Bretherton, Merchant, Gloucester. *Sols.* Scwell, Mewmarch & Francis, Cirencester.

GOULD, GEORGE, Butter Factor, Old George-yard, Snow-hill. April 8. *Trustee*, G. Osborne, Cheesemonger, 30 Ludgate-hill. *Sol.* Fuller, 39 Hatton-garden.

LEWIS, CHARLES, Draper, Mile-end-rd. April 20. *Trustees*, J. Dillon, Fore-st., and C. J. Leaf, Old Change, Warehousemen. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

MILLNER, THOMAS, Timber Merchant, Tipton, Staffordshire. May 2. *Trustees*, J. Clarkson, Timber Merchant, Birmingham; J. Chambers, Timber Merchant, Oldbury. *Sols.* W. & J. C. Barlow, 39 Waterloo-st., Birmingham.

SHAW, JAMES, Grocer, Southover, Sussex. April 27. *Trustees*, A. Smith, Brushmaker, Wentworth-pl., Whitechapel; D. G. Acocks, Provision Merchant, Old Fish-st.-hill; J Evershed, Tallow Chandler, Brighton. *Sol.* Crowdy, 17 Serjeant's-inn, Fleet-st.

SHERWOOD, HENRY JOHN, Grocer, Gloucester. April 25. *Trustees*, C. Clark, Wholesale Grocer, Gloucester; W. Roberts, Provision Merchant, Gloucester. *Sol.* George, 1 College-st., Gloucester.

STEIN, FREDERICK WILLIAM, Warehouseman, and Importer of Foreign Goods, 34 Cannon-st. West. April 9. *Trustees*, C. L. A. Martin, Merchant, 1 Rue de Menars, Paris; P. Cunit, Merchant, St. Etienne, Dept. of the Loire; J. L. Satre, Manufacturer, of same place; H. Borckenstein, Merchant, 8 Moorgate-st, London. *Sols.* Mardon & Prichard, 99 Newgate-st.

Creditors under Estates in Chancery.

TUESDAY, *May* 5, 1857.

ASHFORD, ELIZABETH (who died in July, 1855), Spinster, Sherborne, Dorsetshire. Creditors to come in and prove their debts on or before May 30, at V. C. Stuart's Chambers.

BROOK, WILLIAM LEIGH (who died in Sept. 1855), Cotton Spinner, Meltham Hall, Huddersfield. Incumbrancers to come in and prove their debts and claims on or before May 28, at V. C. Stuart's Chambers.

COOPER, ROBERT HENRY SPENCER (who died in April, 1843), a retired Capt. Royal Engineers, 9 Pall Mall East. Creditors to come in and prove their debts on or before June 15, at V. C. Kindersley's Chambers.

CROUCH, PHILIP BASTARD (who died in Jan. 1857), Supervisor of Excise, Dodbrook, Devonshire, and Newport, Monmouthshire, Dealer in Leather. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

EDWARDS, SAMUEL (who died in Sept. 1856), M.D., Newport, Devonshire. Creditors to come in and prove their debts on or before June 2, at Master of the Rolls' Chambers.

GOLDING, JOHN (who died in Feb. 1856), Esq., Ditton-pl., Malling, Kent. Creditors and incumbrancers to come in prove their claims on or before June 10, at V. C. Stuart's Chambers.

HARGRAVE, JOSEPH (who died in Dec. 1856), Normanby, Lincolnshire. Creditors to come in and prove their debts on or before May 29, at V. C. Kindersley's Chambers.

KIDMAN, CHARLES (who died in Nov. 1853), Baker, Margate, Kent. Incumbrancers to come in and prove their incumbrances on or before June 1, at Master of the Rolls' Chambers.

NEAL, THOMAS (who died on May 24, 1845), Gent., Glanford Briggs, Lincolnshire. Incumbrancers on his freehold and copyhold property, or of his devisee, T. R. Neale, of Hibaldstowe, Lincolnshire, to come in and prove their claims on or before June 5, at V. C. Stuart's Chambers.

PHELPS, WILLIAM (who died in Aug. 1856), Clerk, Oxcombe, Lincolnshire, and 10 Clifton-rd., Brighton, formerly Vicar of Bickneller and Meare, Somersetshire. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

ROTHERHAM, WILLIAM (who died on Aug. 8, 1853), Maltster and Printer, Coventry. Creditors and incumbrancers to come in and prove their claims on or before June 1, at Master of the Rolls' Chambers.

RUSHWORTH, JONAS (who died on Feb. 1, 1852), Shopkeeper, Halifax, Yorkshire. Creditors to come in and prove their debts and incumbrances on or before June 6, at V. C. Stuart's Chambers.

TURVIN, JAMES MICHAEL HANKIN (who died in July, 1855), Esq., Capt. in the Cambridge Militia, Tetworth Hall, Cambridge. Creditors to come in and prove their debts on or before May 30, at V. C. Wood's Chambers.

FRIDAY, *May* 8, 1857.

BROWN, CHARLES JOSHUA (who died on Sept. 13, 1856), Gent., Ilminster, Somersetshire. Creditors to come in and prove their debts on or before June 6, at V. C. Wood's Chambers.

EVANS, SOPHIA (who died in April, 1853), Widow, Portrane, Dublin, and Eaton-sq., Middlesex. Creditors to come in and prove their debts or claims on or before June 1, at Master of the Rolls' Chambers.

HEWISON, IONS (who died in Jan., 1857), Solicitor, Newcastle-upon-Tyne. Creditors or incumbrancers to come in and prove their debts and incumbrances on or before June 9, at V. C. Stuart's Chambers.

LIVESLEY, EDMUND (who died in March, 1836), Joiner, Portwood-within-Birmingham, Cheshire. Incumbrancers to come in and prove their incumbrances on or before June 15, at V. C. Stuart's Chambers.

MALKIN, GEORGE (who died on Aug. 2, 1822), Ironmonger, St. Lawrence, Winchester, and MARY MALKIN (who died in Nov., 1852), his widow. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.

MASSEY, EDWARD (who died in May, 1852), Watch Manufacturer, 17 Chadwell-st., Myddleton-sq. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

MATTHEWS, MARIANNE OCTAVIA (who died in Nov., 1856), spinster, Villa Montughi, Lorenzi, near Florence. Creditors to come in and prove their debts and claims on or before June 10, at V. C. Wood's Chambers.

MORRIS, THOMAS (who died in July, 1855), Banker, formerly of Carmarthen, late of 51 Queen Anne-st., Cavendish-sq. Creditors to come in and prove their debts on or before June 23, at V. C. Kindersley's Chambers.

NORMAN, EDWARD (who died in Jan., 1851), Farmer, Northload, Wedmore, Somersetshire. Creditors to come in and prove their debts or claims on or before May 25, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *May* 5, 1857.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood peremptorily orders each contributory, on or before May 11, to pay to R. P. Harding, the Official Manager, 5 Serle-st., Lincoln's-inn, the balance (if any) which will be due from him after debiting his account in the company's books with the call of 12*s.* 6*d.* per share made April 18th.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES.—The Master of the Rolls, on May 4, appointed W. C. Wryghte, Sambrook-ct., Basinghall-st., Official Manager of these companies.

NORWICH YARN COMPANY.—The Master of the Rolls purposes, on May 22, at 12, at his chambers, to proceed to make a further call upon all the contributories for £30 per share.

CWMDYLE ROCK AND GREEN LAKE COPPER MINING COMPANY.—V. C. Wood will proceed, on May 26, at 11, at his chambers, to settle the list of contributories.

FRIDAY, *May* 8, 1857.

ANGLO-CAMBRIAN MINERAL WORKING COMPANY.—The Master of the Rolls ordered, on May 2, that this Company be absolutely dissolved and wound up.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES. — All parties claiming to be creditors of these Companies are to come in and prove their debts at the Master of the Rolls' Chambers.

Scotch Sequestrations.

TUESDAY, *May* 5, 1857.

RUTHERFORD, JAMES, Gala-Cloth and Shawl Manufacturer, Crieff. May 12, at 12, Drummond Arms Hotel, Crieff. *Seq.* April 29.

STEWART, DAVID, Contractor and Shipowner, Dundee; and Farmer, Mains of Inchture, Perth. May 16, at 11, British Hotel, Dundee. *Seq.* May 2.

WALSH, THOMAS, Wine and Spirit Merchant, Finnieston-st., Glasgow May 8, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 29.

FRIDAY, *May* 8, 1857.

BREMNER, ANDREW, Writer, now residing in the Abbey, Holyrood, formerly of Edinburgh. May 16, at 12, Kennedy's Ship Hotel, 7 East Register-st., Edinburgh. *Seq.* May 5.

CHISHOLM, RODERICK, Tea Merchant, Theatre-la., Inverness, deceased. May 16, at 1, Union Hotel, Inverness. *Seq.* May 5.

FALCONER, PATRICK ALEXANDER (Robert Falconer & Son), Clothier, Glasgow. May 12, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* May 4.

HAMILTON, JAMES, General Merchant, Stonehouse, Lanarkshire. May 12, at 12, Globe Hotel, George's-sq., Glasgow. *Seq.* May 4.

MACPHERSON, JAMES (James Macpherson & Co.), Plumbers, Constitution-st., Leith. May 12, at 1, New Ship Hotel, 20 Shore, Leith. *Seq.* May 5, at 1.

YOUNG, JOHN, otherwise JOHN FITZROY YOUNG, otherwise FITZROY YOUNG, 13 Duke-st., St. James', London, now of 30 St. James'-sq., Edinburgh. May 12, at 2, London Hotel, St. Andrew-sq., Edinburgh *Seq.* May 4.